

EXHIBIT A

**AGREEMENT OF PURCHASE AND SALE
FOR FUTURE INFILL DEVELOPMENT
AND JOINT ESCROW INSTRUCTIONS**

by and between

THE CITY OF SANTA ROSA,
a municipal corporation and charter city under the laws of the State of California,

as Seller

and

CORNERSTONE PROPERTIES II S, LLC,
a California limited liability company,

as Buyer

Location: 521 Fifth Street,
Santa Rosa (Sonoma County), California

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AGREEMENT OF PURCHASE AND SALE FOR FUTURE INFILL DEVELOPMENT AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT OF PURCHASE AND SALE FOR FUTURE DEVELOPMENT AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**”) effective _____, 2021 (the “**Effective Date**”), by and between **THE CITY OF SANTA ROSA**, a municipal corporation and charter city under the laws of the State of California (“**Seller**”) and **CORNERSTONE PROPERTIES II S, LLC**, a California limited liability company (“**Buyer**”). An index of defined terms is set forth immediately after the signature pages of this Agreement.

RECITALS

A. Seller is the owner of certain real property consisting of approximately 1.49 acres of land, improved with a 144-space surface parking lot, located at 410 B Street in the City of Santa Rosa, County of Sonoma, State of California (APN 010-045-025), as more particularly described on Exhibit A.

B. Buyer is the owner of certain real property consisting of approximately 1.37 acres of land, located at 427 Mendocino Avenue in the City of Santa Rosa, County of Sonoma, State of California, as more particularly described on Exhibit B (the “**Buyer’s Adjacent Property**”), which is located adjacent to the Seller’s real property described on Exhibit A.

C. On November 20, 2018, Buyer and Seller entered into that certain Exclusive Negotiation Agreement, which was subsequently Amended by that certain First Amendment to Exclusive Negotiation Agreement between the City of Santa Rosa and Cornerstone Properties II S, LLC, and [that certain Second Amendment to Exclusive Negotiation Agreement between the City of Santa Rosa and Cornerstone Properties II S, LLC (collectively, the “**ENA**”), pursuant to which the parties agreed to negotiate exclusively and in good faith with one another for the acquisition of the Property by Buyer from Seller for the development of a future mixed use project on the Seller’s real property and Buyer’s Adjacent Property.

D. Buyer and Seller have been negotiating diligently and in good faith during the ongoing term of the ENA for the disposition of Seller’s real property for future development in conjunction with Buyer’s Adjacent Property.

E. The disposition of Seller’s real property to Buyer pursuant to the terms as set forth in this Agreement present a unique economic development opportunity to the City of Santa Rosa in furtherance of its General Plan and the Downtown Station Area Specific Plan in that Seller’s property can be combined with Buyer’s Adjacent Property to provide for a catalyst development project in downtown Santa Rosa which project will retain the 144 public parking spaces currently existing on the Seller’s real property, will include 15% of the residential units as affordable units, will include ground floor community benefit space as more specifically described in this

Agreement, and will require Buyer to proceed with other priority projects currently underway in the City of Santa Rosa.

F. Buyer desires to purchase Seller's real property described on Exhibit A for the purchase price and on the terms and conditions set forth in this Agreement for the development of a mixed-use project to be located on such real property and Buyer's Adjacent Property.

G. Seller desires to sell such property for the purchase price and on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Sale.

Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions set forth herein, the following:

(a) The land described on Exhibit A, together with all existing buildings, improvements and fixtures, located thereon and all rights, privileges and easements appurtenant thereto, including, without limitation, any easements, rights, mineral rights, oil and gas rights, water, water rights, water and other utility meters, and air rights, except for those fixtures and signage as described in Exhibit H, which shall be removed and retained by the Seller, at Seller's sole cost and expense, within thirty (30) days of the termination of the Parking Easement (as defined herein) in accordance with the provisions thereof (collectively, the "**Real Property**"); and

(b) Seller's right, title and interest, if any, in (i) all warranties, guaranties, development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, deposits, refund rights and credits with governmental, quasi-governmental or utility agency, if any, that pertain solely to the Real Property, and (ii) all applications, plans, drawings, designs and other materials relating to the existing or prospective development of the Real Property (collectively, the "**Intangible Personal Property**");

The Real Property and Intangible Personal Property are hereinafter collectively referred to as the "**Property**."

2. Purchase Price.

(a) The purchase price for the Property is the sum of one million three hundred forty thousand dollars (\$1,340,000) (the "**Purchase Price**"). The Purchase Price shall be paid by Buyer to Seller as follows:

(i) The sum of one hundred thousand dollars (\$100,000.00) (the “**Deposit**”) shall be deposited by Buyer into Escrow not later than three (3) Business Days after the Effective Date. The Deposit shall be credited toward the Purchase Price at the Close of Escrow.

(ii) The balance of the Purchase Price plus Buyer’s share of Closing costs in accordance with this Agreement and plus or minus the other applicable prorations, shall be deposited by Buyer with Escrow Holder by wire transfer of immediately available funds no later than the Closing Date.

Escrow Holder shall place the Deposit, or so much thereof as remains on deposit with Escrow Holder from time to time, and any other sums deposited with Escrow Holder by Buyer and not eligible for immediate release to Seller pursuant to this Agreement, into an escrow account for the benefit of Buyer and Seller (the “**Account**”) and any interest earned thereon shall be reported as Buyer’s income for tax purposes (and shall constitute part of the Deposit). As a condition to the Deposit being deposited into an interest-bearing account, Buyer shall execute and deliver to Escrow Holder IRS Form W-9. The provisions of this paragraph shall survive termination of this Agreement or the Close of Escrow and delivery and recording of the Deeds.

(b) Upon Buyer’s delivery of a Notice of Due Diligence Approval in accordance with the provisions of Section 4(a)(ii), the Deposit shall be nonrefundable to Buyer except as provided in Section 13(a). The provisions of this Section 2(b) shall survive termination of this Agreement or the Close of Escrow and delivery and recording of the Deed.

(c) All funds to be paid pursuant to the terms of this Agreement shall be paid in cash, by wire transfer or by certified or bank cashier’s check drawn on a national or major regional bank licensed to do business in the State of California. On any occasions when Escrow Holder is required to pay funds under this Agreement to Buyer or Seller, it shall transmit such funds by check, delivered by messenger, overnight express mail or, if instructed by the party entitled to the funds, by federal wire transfer.

(d) Buyer and Seller have bargained for and agree that one hundred dollars (\$100) of the Deposit (the “**Independent Consideration**”) is consideration for Buyer’s rights under this Agreement and for Seller providing to Buyer the Due Diligence Period within which to perform Buyer’s Investigation of the Property. The Independent Consideration shall be nonrefundable to Buyer in all circumstances. Notwithstanding anything to the contrary in this Agreement, any time that this Agreement provides that the Deposit or any portion thereof is to be returned to Buyer, the amount returned to Buyer shall be net of the Independent Consideration.

3. Title.

(a) At the Close of Escrow, Seller shall deliver to Buyer a grant deed, in the form attached hereto as Exhibit C, (the “**Deed**”) conveying to Buyer Seller’s fee simple title to the Real Property, subject only to Permitted Exceptions. As used in this Agreement, the term

“**Permitted Exceptions**” shall mean, collectively, (i) the lien of all non-delinquent general and special real property taxes and assessments which will be prorated at the Close of Escrow pursuant to Section 8(a), (ii) applicable zoning and use laws, ordinances, rules and regulations of any municipality, township, county, state or other governmental agency or authority; (iii) all matters that would be disclosed by a physical inspection or survey of the Property or that are actually known to Buyer; (iv) any exceptions or matters created by Buyer, its agents, employees or representatives; (v) any other title or survey conditions, defects, objections or matters that have been approved or deemed approved by Buyer in accordance with this Agreement; (vi) the Parking Easement; (vii) Continuing Development Covenants; and (viii) the Put/Call Memorandum. Seller shall have no obligation to eliminate or cure Buyer’s title objections or any other title exceptions other than Monetary Liens. The provisions of this Section 3(a) shall survive termination of this Agreement or the Close of Escrow and delivery and recording of the Deeds.

(b) At the Close of Escrow, Escrow Holder shall cause First American Title Company, 627 College Avenue, Santa Rosa, CA 95404, Attn: Emily Mossi, Escrow Officer, 707-577-1126, (or such other title company as agreed to in writing by Buyer and Seller) (the “**Title Company**”) to deliver to Buyer a standard coverage owner’s policy of title insurance insuring fee title to the Real Property in Buyer with a liability equal to the Purchase Price, which policy shall, in addition to the standard printed exceptions, contain as exceptions the Permitted Exceptions. Buyer may, at its option, request an extended coverage owner’s title insurance policy and/or such title endorsements as Buyer may desire. In such event, Buyer shall pay the premium difference between a standard coverage owner’s policy and such additional title insurance as Buyer may desire and the cost of any required survey. Seller agrees to deliver to Title Company at or prior to Close of Escrow a completed and signed owner’s affidavit in the form required by the Title Company for issuance to Buyer of an extended coverage Owner’s title insurance policy, and such evidence and documents as may be reasonably and customarily required by the Title Company concerning the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(c) At the Close of Escrow, (i) Seller shall transfer its right, title and interest to the Intangible Personal Property, if any, and Buyer shall assume Seller’s obligations thereunder, pursuant to an assignment (collectively, the “**General Assignments**”) in the form of the attached Exhibit D.

4. Conditions Precedent.

(a) Conditions Precedent To Buyer’s Obligations. Buyer’s obligation to purchase the Property is subject to and contingent upon the satisfaction, approval or waiver by Buyer, in its sole discretion, of the following conditions precedent:

(i) Title Review. Title Company, within five (5) Business Days after the Effective Date, shall deliver to Buyer, to the extent not previously obtained by Buyer (A) a preliminary title report for the Property (as may be updated or supplemented from time to time,

the “**PTR**”), and (B) copies of all underlying title documents described in the PTR. Buyer shall have until six (6) Business Days prior to the expiration of the Due Diligence Period (the “**Title Review Deadline**”) to review the exceptions set forth in the PTR and to provide written notice (“**Buyer’s Title Notice**”) to Seller and Escrow Holder of Buyer’s title and survey objections. Seller shall have no obligation to expend or agree to expend any funds, to undertake or agree to undertake any obligations or otherwise to cure or agree to cure any title or survey objections (except with respect to Monetary Liens, to the extent provided in subsection (3) below). Within four (4) Business Days after Seller’s receipt of Buyer’s Title Notice, Seller may deliver written notice to Buyer and Escrow Holder identifying which disapproved items (other than Monetary Liens) Seller shall undertake to cure (“**Seller’s Title Response**”). If Seller does not deliver a Seller’s Title Response within such four (4)-Business Day period, Seller shall be deemed to have elected not to cure or remove any title exceptions disapproved by Buyer (other than Monetary Liens). If Seller elects, or is deemed to have elected, not to cure or remove any exceptions disapproved by Buyer, Buyer shall have until the expiration of the Due Diligence Period to terminate this Agreement in accordance with the last paragraph of this Section 4(a) or waive Buyer’s title objections. Buyer’s delivery of a Notice of Due Diligence Approval shall constitute, as of the date of such delivery, Buyer’s approval of the condition of title to the Property and waiver of Buyer’s title and survey objections (in each case, other than Monetary Liens, New Title Exceptions and any title exceptions that Seller has expressly agreed in Seller’s Title Response to undertake to cure).

(1) If, at any time after Buyer’s acceptance or deemed acceptance of title, the Title Company raises any new or additional title exceptions (each, a “**New Title Exception**”), Buyer shall have until five (5) Business Days following Buyer’s learning of the New Title Exception (the “**Objection Deadline**”), to deliver a Buyer’s Title Notice to Seller and Escrow Holder disapproving the New Title Exception. Buyer’s failure to deliver a Buyer’s Title Notice by the Objection Deadline shall conclusively be deemed Buyer’s approval of the New Title Exception (other than Monetary Liens) and waiver of any further right to object with respect thereto (other than Monetary Liens). Within three (3) Business Days after Seller’s receipt of Buyer’s Title Notice, Seller may deliver a Seller’s Title Response agreeing to undertake to cure such New Title Exception. If Seller does not deliver a Seller’s Response agreeing to undertake to cure such New Title Exception within such three (3)-Business Day period, Seller shall be deemed to have elected not to cure or remove the New Title Exception disapproved by Buyer (other than Monetary Liens). If Seller elects, or is deemed to have elected, not to cure or remove the New Title Exception disapproved by Buyer (other than Monetary Liens), Buyer may elect, by written notice to Seller and Escrow Holder delivered within three (3) Business Days following the date Seller elects or is deemed to have elected not to cure or remove the New Title Exception, to terminate this Agreement in accordance with this Section 4(a) and to receive from Escrow Holder, within three (3) Business Days following delivery of Buyer’s termination notice, full refund of the Deposit. If the Title Company raises any New Title Exception, the Closing Date shall be extended to the extent necessary to accommodate the objection and response process and time periods specified in this subsection.

(2) If Seller, in any Seller's Title Response, agrees to undertake to cure any items disapproved by Buyer, Seller shall have until seven (7) Business Days prior to Close of Escrow to complete such cure. If Seller shall, for any reason, fail to complete such cure by such deadline, Seller shall not be in breach under this Agreement, but Buyer may elect, by written notice to Seller and Escrow Holder delivered within five (5) Business Days following the earlier of (X) Seller's deadline for completing such cure, or (Y) Seller's written notice stating Seller is unable or unwilling to complete such cure, to terminate this Agreement in accordance with this Section 4(a) and to receive, within three (3) Business Days following delivery of Buyer's termination notice, from Escrow Holder, full refund of the Deposit. Buyer's failure to deliver a termination notice to Seller and Title Company within the applicable time period shall conclusively be deemed Buyer's approval of the New Title Exception, and a waiver of any further right to object with respect thereto.

(3) Notwithstanding anything contained in this Agreement to the contrary, Seller, at its sole cost and expense, shall be obligated to cure or remove prior to the Closing Date all delinquent tax liens for the Property, mechanics' liens (attributable to work not contracted for by Buyer), mortgages, deeds of trust, financing statements, judgment liens and other monetary encumbrances that are created by Seller and recorded against the Property (collectively, "**Monetary Liens**"), regardless of whether Buyer objects thereto. Seller may use the proceeds of the Purchase Price otherwise due to Seller in order to remove Monetary Liens.

(ii) Due Diligence Investigation. Buyer shall have until 6:00 p.m. California time on the forty-fifth (45th) day following the Effective Date (the "**Due Diligence Period**") to inspect, review and, in its sole and absolute discretion, approve the physical condition and acreage of the Property, entitlements, fees, exactions, the environmental, geological and seismic condition of the Property, zoning and other restrictions, economic and feasibility studies, the Intangible Personal Property, the Records, and such other matters as Buyer shall deem appropriate for its acquisition, development and use of the Property (the "**Investigation**"), and, in its sole and absolute discretion, to deliver to Seller written notice of its approval of its due diligence Investigation of the Property ("**Notice of Due Diligence Approval**"). Buyer's failure to deliver the Notice of Due Diligence Approval prior to the expiration of the Due Diligence Period shall be deemed to constitute Buyer's disapproval of its Investigation of the Property, in which event, this Agreement and the Escrow shall terminate as provided in the last paragraph of this Section 4(a) and Buyer shall receive a full refund of the Deposit from Escrow Holder.

(1) Within five (5) Business Days following the Effective Date, Seller shall provide Buyer with a list of documents to be provided and copies, of the Contracts, all tests, surveys, maps, plans, records, studies, reports, Property records, agreements, documents, permits and entitlements relating to the Property and its improvement and development (collectively, the "**Records**") in Seller's Possession (as hereinafter defined), without any warranties or representations of any kind (except as otherwise provided in this Agreement). Notwithstanding anything to the contrary herein, Seller shall not deliver to Buyer, and the Records shall not be deemed to include, any budgets, appraisals or financial analyses of Seller or any

affiliate of Seller, internal communications of Seller or any affiliate of Seller, information obtained in connection with or concerning any loan, information subject to any duty of confidentiality or non-disclosure, privileged information, or attorney work product. As used herein, the term “**Possession**” shall mean in the actual physical possession or reasonable control of Seller. If, after Seller initially provides the Records to Buyer, but prior to Close of Escrow or termination of this Agreement, new, modified or supplemented Records shall come into Seller’s possession or control, then, within three (3) Business Days thereafter, Seller shall make such new, modified or supplemented Records available to Buyer and Buyer’s representatives.

(iii) Seller Deliveries. Seller shall have made the deliveries required by Section 5 in a timely manner.

(iv) Seller Covenants. Seller shall have in all material respects complied with all covenants required by this Agreement to be complied with by Seller at or before the Close of Escrow.

(v) Seller Representations and Warranties. Seller’s representations and warranties contained in this Agreement shall be true and correct in all material respects when made and as of Close of Escrow; provided, however, if, prior to the end of the Due Diligence Period, Buyer had actual knowledge that any of Seller’s representations and warranties were not true and correct in all material respects, and (x) Seller did not otherwise agree to cure such inaccuracies prior to the Close of Escrow and (y) Buyer did not elect to terminate this Agreement pursuant to Section 4(a)(ii), then the accuracy of such representations and warranties shall no longer be a condition to Buyer’s obligation to purchase the Property hereunder.

If (a) Buyer elects or is deemed to have elected to terminate this Agreement in accordance with the prior subsections of this Section 4(a); or (b) any other conditions to Buyer’s obligations set forth in this Section 4(a) is not satisfied, approved or waived, or pursuant to this Agreement deemed satisfied, approved or waived, by Buyer as of the Closing Date and, as a result, Buyer delivers written notice to Seller and Escrow Holder terminating this Agreement, this Agreement and the obligations of Buyer and Seller hereunder shall be deemed canceled, terminated and of no further force or effect, except for such obligations under this Agreement as are expressly provided herein to survive the termination of this Agreement. In such event, Escrow Holder shall disburse the Deposit to Buyer, minus one-half (1/2) of any Escrow termination charges (Seller shall be responsible for the remaining one-half (1/2) of such charges), and the parties shall have no recourse against each other at law or in equity, or otherwise be liable to the other, for any reason relating to this Agreement or the Property, except for such obligations under this Agreement as are expressly provided herein to survive the termination of this Agreement. If this Agreement terminates for any reason, other than Seller’s default then Buyer shall within three (3) Business Days after termination return to Seller all originals and copies of all Records provided by Seller or its representatives to Buyer or Buyer’s representatives in connection with the Property or the transactions described in this Agreement and, if requested in writing by Seller, any surveys, environmental site assessments, geotechnical reports or other similar third-party reports obtained

by Buyer related to the Property (“**Buyer Reports**”); provided, however, (x) Buyer makes no representation or warranty with respect to any Buyer Reports or Seller’s or any other party’s ability to rely thereon, (y) all Buyer Reports shall be delivered “as-is,” and (z) Buyer Reports shall exclude all material covered by attorney/client or other privilege, economic or other analysis relating to Buyer’s intended use of the Property, and any other proprietary material, reports or information. In the event of the failure of a condition set forth in this Section 4(a) as a result of a default or breach of Seller, Buyer shall have the remedies set forth in Section 13(c). The provisions of this paragraph shall survive termination of this Agreement.

(b) Conditions Precedent To Seller’s Obligations. Seller’s obligation to sell the Property is subject to and contingent upon the satisfaction, approval or waiver by Seller, in its sole discretion, of the following conditions precedent:

(i) Buyer’s Representations and Warranties. Buyer’s representations and warranties contained in this Agreement shall be true and correct in all material respects when made and as of Close of Escrow.

(ii) Buyer’s Deliveries and Payment. Buyer shall have complied with the delivery and payment requirements of Section 6 in a timely manner.

(iii) Buyer’s Covenants. Buyer shall have complied with all covenants required by this Agreement to be complied with by Buyer at or before the Close of Escrow.

(iv) SLA Exemption. On May 27, 2021 (the “HCD Submission Date”) Seller submitted to the California Department of Housing and Community Development (“**HCD**”) a written determination by Seller’s City Council that the sale of the Property pursuant to this Agreement is exempt from the requirements of the Government Code Section 54234 due to the fact that Buyer and Seller entered into and negotiated the terms of this Agreement pursuant to the ENA entered into between Buyer and Seller prior to September 1, 2019. Within thirty (30) days of the HCD Submittal Date, HCD shall have affirmed that this sale of the Property is exempt from Government Code Section 54234 or, such thirty (30) days shall have expired without HCD issuing a Notice of Violation finding that the sale of the Property as provided herein violates the Surplus Lands Act and/or HCD’s Surplus Lands Act Guidelines.

If the conditions to Seller’s obligations set forth in this Section 4(b) are not satisfied, approved or waived, by Seller as of the Closing Date and, as a result, Seller delivers written notice to Buyer and Escrow Holder terminating this Agreement, this Agreement and the obligations of Buyer and Seller hereunder shall be deemed canceled, terminated and of no further force or effect, except for such obligations under this Agreement as are expressly provided herein to survive the termination of this Agreement. In such event, except to the extent that the liquidated damages provisions set forth in Section 13(b) apply, Escrow Holder shall disburse the Deposit to Buyer, minus one-half (1/2) of any Escrow termination charges (Seller shall be responsible for the remaining one-half (1/2) of such charges), and the parties shall have no recourse against each other at law or in equity,

or otherwise be liable to the other, for any reason relating to this Agreement or the Property, except for such obligations under this Agreement as are expressly provided herein to survive the termination of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

5. Seller's Deliveries to Escrow Holder.

- (a) On or before the Closing Date, Seller shall deliver to Escrow Holder:
 - (i) The Deed, duly executed and acknowledged by Seller;
 - (ii) Two (2) executed counterparts of the General Assignment, duly executed by Seller;
 - (iii) A FIRPTA Certificate in the form of the attached Exhibit E, and California Form 593, duly completed and executed by Seller (collectively, the "**Tax Certificates**");
 - (iv) Three (3) counterparts of the Parking Easement ("**Parking Easement**"), in form and substance attached hereto as Exhibit F, duly executed and acknowledged by Seller;
 - (v) Three (3) counterparts of the Continuing Development Covenants Agreement ("**Continuing Covenants**"), in form and substance attached hereto as Exhibit G, duly executed and acknowledged by Seller;
 - (vi) Three (3) counterparts of the Put/Call Memorandum, in form and substance attached hereto as Exhibit H, duly executed and acknowledged by Seller;
 - (vii) Such other instruments or instructions as are reasonably necessary or appropriate in order to complete Seller's performance hereunder and to consummate this transaction, subject to Seller's reasonable approval of such instruments or instructions; and
 - (viii) Such other documents required of Seller under the terms of this Agreement.

6. Buyer's Deliveries to Escrow Holder.

- (a) On or before the Closing Date, Buyer shall deliver to Escrow Holder:
 - (i) Such sums as are required to be deposited by Buyer pursuant to Section 2 hereof, plus such additional funds as are required to pay charges payable by Buyer hereunder, less any credit to which Buyer is entitled under the terms hereof;

- (ii) Two (2) counterparts of the General Assignment, duly executed by Buyer;
- (iii) Three (3) counterparts of the Parking Easement, duly executed and acknowledged by Buyer;
- (iv) Three (3) counterparts of the Continuing Covenants duly executed by Buyer;
- (v) Three (3) counterparts of the Put/Call Memorandum, duly executed and acknowledged by Buyer;
- (vi) Such other instruments or instructions as are reasonably necessary or appropriate in order to complete Buyer's performance hereunder and to consummate this transaction, subject to Buyer's reasonable approval of such instruments or instructions; and
- (vii) Such other documents required of Buyer under the terms of this Agreement.

7. Closing Costs.

- (a) The fees of Escrow Holder shall be borne by Buyer.
- (b) Buyer shall pay the premium for a standard coverage policy of title insurance in accordance with Section 3(b) hereof covering the Real Property, and the cost of any extended coverage and endorsements requested by Buyer as well as the cost of any required survey.
- (c) Buyer shall pay the preparation and recording charges for the Deed.
- (d) Any costs relating to the Buyer's due diligence, including, without limitation, the costs of appraisers, inspectors, auditors and environmental or engineering consultants, shall be Buyer's sole responsibility.
- (e) Documentary transfer taxes due with respect to the Deed shall be borne by Seller.
- (f) Seller shall be responsible for any sales or use tax attributable to this transaction.
- (g) Any other charges, fees, taxes and costs incident to the Close of Escrow shall be borne by Buyer and Seller in a manner customary for commercial properties in the County.
- (h) Each party shall pay its own attorneys' fees.

(i) Each party's obligation to pay costs under this Section 7 shall survive the Close of Escrow and the delivery and recording of the Deed.

8. Prorations And Adjustments.

(a) All real and personal property ad valorem taxes, assessments and bonds levied or assessed against the Property, whether payable in installments or not, shall be prorated between Seller and Buyer and paid through escrow as of 12:01 A.M. Pacific time on the Closing Date (the "**Proration Time**"), based on the latest available tax rate and assessed valuation, as of such date, and shall be re-prorated and adjusted upon receipt of the actual tax bill. The party receiving the actual tax bill shall deliver a copy thereof to the other party within ten (10) calendar days of receipt and the parties shall complete the re-proration based on the actual tax bill within fifteen (15) calendar days thereafter.

(b) All revenues and expenses, if any, of the Property (excluding any parking revenue and expenses paid or incurred prior to Closing or during the term of the Parking Easement following Closing, which revenue and expenses shall be entirely for the account of Seller) shall be prorated and apportioned as of the Proration Time so that Seller shall bear all expenses incurred by Seller with respect to the Property through and including the period preceding the Proration Time and shall have the benefit of all income with respect to the Property through and including the period preceding the Proration Time. Any revenue or expense amount which cannot be ascertained with certainty as of the Proration Time shall be prorated on the basis of the parties' reasonable estimates of such amount and shall be the subject of a final proration thirty (30) calendar days after the Close of Escrow, or as soon thereafter (but not later than 180 calendar days after the Close of Escrow) as the precise amounts can be ascertained. Either party owing money to the other party based on any adjustments to the prorations shall promptly pay such sum upon demand, together with interest at the maximum legal rate if payment is not made within ten (10) calendar days following such demand. A proposed estimated statement of such prorations shall be delivered by Escrow Holder to Buyer and Seller at least ten (10) Business Days prior to the Closing Date, which Buyer and Seller shall approve or disapprove (such approval not to unreasonably be withheld) by delivery of written notice to the other party and to Escrow Holder within five (5) Business Days after delivery by Escrow Holder of the proposed estimated settlement statement. Buyer's or Seller's failure to deliver timely written notice to the other party and to Escrow Holder of its disapproval shall constitute such party's approval. In the event of Buyer's or Seller's disapproval, Buyer and Seller shall meet, confer and resolve any disagreements as to the proposed estimated statement of prorations. A statement setting forth such agreed prorations shall be delivered to Escrow Holder by Buyer and Seller at least two (2) Business Days prior to the Closing Date.

(c) Expenses to be prorated shall include water, sewer, gas, electricity, telephone and other utility charges, if any, unfixed meter charges, if any (apportioned on the basis of the last meter reading), license and permit fees, owner's association dues and charges, if any, and other expenses customarily prorated in Sonoma County, California ("**County**"), in each case,

except to the extent such expenses remain the obligation of Seller following Closing pursuant to the Parking Easement. Buyer shall use commercially reasonable efforts to effectuate the transfer of all utilities to the name of Buyer as of the Closing Date, and Seller shall use commercially reasonable efforts to have all utility meters read as of the Closing Date; provided, however, with respect to any utilities, the costs of which remain Seller's responsibility following Closing pursuant to the Parking Easement, the date for effectuating the foregoing shall be delayed until expiration of the term of the Parking Easement.

(d) Buyer and Seller each agree to deposit with Escrow Holder or otherwise make arrangements with Escrow Holder with respect to such party's share of the prorations.

(e) All prorations, unless otherwise provided herein, shall be on an accrual basis and based upon actual elapsed calendar days. Buyer and Seller shall allow the other access upon reasonable prior written notice to their respective records relating to the Property to verify the prorations and adjustments provided in this Agreement.

(f) In addition to the foregoing, Buyer and Seller shall cooperate reasonably with respect to the exchange and/or delivery of any and all items of Personal Property, items evidencing and/or relating to the Intangible Personal Property, and keys to Buyer on or about the Closing Date.

(g) The provisions of this Section 8 shall survive the Close of Escrow and the delivery and recording of the Deed.

9. Opening and Closing.

(a) Within three (3) Business Days after the Effective Date, Buyer and Seller shall deposit one (1) fully executed original or copy of this Agreement, and Buyer shall deposit the Deposit, into escrow (the "**Escrow**") with [escrow company], [address] Attn: [escrow officer] ([phone and email]) (or such other company as agreed to in writing by Buyer and Seller) ("**Escrow Holder**"), which shall be the escrow holder with respect to the transaction provided for in this Agreement. Escrow Holder is hereby authorized and instructed to act in accordance with the provisions of this Agreement which, together with Escrow Holder's standard general provisions, shall constitute Escrow Holder's instructions, together with any supplemental instructions approved in writing by Buyer and Seller. Buyer and Seller shall each deposit such other documents and instruments as are reasonably necessary to cause the Close of Escrow to occur and complete the sale and purchase of the Property in accordance with the terms of this Agreement. If any requirements relating to the duty of Escrow Holder under this Agreement are not reasonably acceptable to Escrow Holder, or if Escrow Holder determines that it requires additional or amended instructions in order to perform its duties hereunder, the parties agree to make such additions and amendments to these instructions as may be mutually agreed upon by the parties, provided that such additions and amendments do not conflict with this Agreement or its intent. Except as

expressly provided in such instructions, in the event of any conflict between the terms of this Agreement and such instructions, this Agreement shall control.

(b) The terms “**Close of Escrow**” and “**Closing**” shall mean recording of the Deed in the Official Records of the County.

(c) The term “**Closing Date**” shall mean the date upon which the Close of Escrow shall occur, which shall be on the first Business Day that is at least thirty (30) days following Buyer’s delivery of a Notice of Due Diligence Approval (the “**Scheduled Closing Date**”).

(d) Possession of the Property shall be delivered to Buyer on the Close of Escrow vacant of persons, and free of any right of occupancy, use or possession, other than by Buyer, but subject to Seller’s rights under the Parking Easement.

10. Disbursements And Other Actions By Escrow Holder.

(a) Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner hereby indicated (which obligations shall survive the Close of Escrow and the delivery and recording of the Deeds):

(i) Satisfy any Monetary Liens in accordance with Section 4(a)(i)(3);

(ii) Disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows:

(1) Deduct therefrom all items chargeable to the account of Seller pursuant to this Agreement; and

(2) Disburse to Seller, the remaining balance of the funds deposited by Buyer for the Purchase Price, except as may otherwise be required by these instructions;

(iii) Record the Deed, one (1) original of the Parking Easement and one (1) original of the Put/Call Memorandum, in that order, together with any other documents or instruments which the parties may mutually direct to be recorded in the Official Records of the County;

(iv) Deliver to Buyer and Seller counterpart originals of the General Assignment, the Parking Easement and the Put/Call Memorandum;

(v) Deliver to Buyer originals of the Tax Certificates; and

(vi) Deliver to Buyer those items deposited into escrow by Seller, if any, return to Buyer any remaining funds held in escrow not payable to Seller, Escrow Holder or third parties and deliver to Seller those items deposited into escrow by Buyer, if any, as provided herein.

11. Matters of Agreement Between Seller and Buyer Only.

As matters of agreement between Seller and Buyer only and with which Escrow Holder is not to be concerned, Seller and Buyer do further agree as follows (which agreements shall survive any termination of this Agreement or the Close of Escrow)::

(a) AS-IS Sale. Other than the express representations and warranties of Seller contained in this Agreement, neither Seller, nor any person or entity acting by or on behalf of Seller, nor any of Seller's partners, members, trustees, beneficiaries, directors, officers, employees, representatives, property managers, agents, attorneys, affiliated and related entities, heirs, successors, including successors in title, predecessors, including predecessors in title, and assigns, and all present or former tenants or occupiers of the Real (all of the foregoing including each Seller are referred to herein, individually and collectively, as the "**Seller Parties**") is making or shall be deemed to have made, nor does any Seller Party have the authority to make, any express or implied representation or warranty of any kind or nature as to the Property, Seller or the transaction provided for in this Agreement, including, without limitation, as to (A) the financial status of the Property, including without limitation, income or expenses generated, paid or incurred in connection with the Property, (B) the nature, physical or environmental condition, safety or any other aspect of the Property, including, without limitation, any patent or latent defects, surface or subsurface soil conditions, grading or construction defects or flaws, ground water issues, status of entitlements, adequacy of existing entitlements, availability of new entitlements, availability of water or other utilities or services at the Property, or whether the Property constitutes finished lots, (C) the Property's compliance with applicable federal, state or municipal laws, statutes, ordinances, orders, rules, regulations, codes or other requirements (collectively, "**Laws**"), including, without limitation, zoning ordinances, subdivision Laws, building codes (including, without limitation, the Americans With Disabilities Act) and environmental, hazardous material and endangered species statutes, (D) the accuracy or completeness of any information or data provided or to be provided by Seller Parties, including, without limitation, copies of any reports or documents prepared for Seller Parties whether by third parties or otherwise which may be included with such information, (E) the income, expenses, value, profitability or operation of the Property, (F) the legal, operational or financial status of any owner's association that may have been formed with regard to the Property; or (G) any other matter relating to the Property, any Seller or the transaction provided for in this Agreement. Without limiting the generality of the foregoing, Buyer hereby acknowledges that, except as expressly set forth herein or in any documents delivered by Seller in connection with Close of Escrow, the Property will be sold to Buyer "**AS IS**," "**WHERE IS**" and "**WITH ALL FAULTS**," and there are no representations or warranties, express or implied, made by Seller Parties in connection with the transaction contemplated in this Agreement. Buyer acknowledges and agrees that (1) Buyer shall rely upon Buyer's own due diligence in determining whether the

Property is suitable for purchase by Buyer; (2) Buyer has, or prior to expiration of the Due Diligence Period will have, been given a reasonable opportunity to inspect and investigate the Property, and all aspects relating thereto, either independently or through agents and experts of Buyer's choosing; (3) Buyer is acquiring the Property based exclusively upon Buyer's own investigations and inspections thereof; (4) except as otherwise expressly set forth in this Agreement, Seller has no obligation to repair or correct any facts, circumstances, conditions or defects or compensate Buyer therefor; and (5) by reason of all of the foregoing, Buyer shall assume the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property.

(b) **RELEASE AND WAIVER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED BY SELLER IN CONNECTION WITH THE CLOSE OF ESCROW, EFFECTIVE UPON THE CLOSE OF ESCROW, BUYER HEREBY WAIVES, RELINQUISHES AND RELEASES EACH OF THE SELLER PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY AND EVERY KIND OF CHARACTER, KNOWN OR UNKNOWN (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS), ARISING FROM OR RELATING TO THE PROPERTY OR THE TRANSACTION DESCRIBED IN THIS AGREEMENT, WHICH, BUT FOR THIS RELEASE, BUYER COULD ASSERT OR ALLEGE AGAINST THE SELLER PARTIES AND ANY AND ALL ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS ARISING FROM OR RELATING TO OR OTHERWISE REGARDING THE PROPERTY WHATSOEVER (INCLUDING, WITHOUT LIMITATION, (A) THE PHYSICAL CONDITION, QUALITY, QUANTITY AND STATE OF REPAIR OF THE PROPERTY AND THE PRIOR MANAGEMENT AND OPERATION OF THE PROPERTY, (B) THE PROPERTY'S COMPLIANCE OR LACK OF COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, AND (C) ANY PAST, PRESENT OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY OR WITH RESPECT TO ANY PAST, PRESENT OR FUTURE VIOLATION OF ANY RULES, REGULATIONS OR LAWS, NOW OR HEREAFTER ENACTED, REGULATING OR GOVERNING THE USE, HANDLING, STORAGE OR DISPOSAL OF HAZARDOUS MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY AND ALL RIGHTS AND REMEDIES BUYER MAY NOW OR HEREAFTER HAVE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980 ("**CERCLA**"), THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND THE TOXIC SUBSTANCE CONTROL ACT, ALL AS AMENDED, AND ANY SIMILAR STATE, LOCAL OR FEDERAL ENVIRONMENTAL LAW, RULE OR REGULATION, AND (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO ANY PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C.A. § 9607)).

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 11(b), THE FOREGOING WAIVER, RELINQUISHMENT AND RELEASE SHALL NOT RELEASE SELLER FROM (i) ANY TERMS OF, OR OBLIGATIONS UNDER, THIS AGREEMENT THAT EXPRESSLY SURVIVE THE CLOSE OF ESCROW, (ii) SELLER'S FRAUD OR INTENTIONAL MISREPRESENTATION, (iii) SELLER'S WILLFUL MISCONDUCT, OR (iv) THIRD PARTY CLAIMS ARISING OUT OF TORTIOUS ACTS OF SELLER PRIOR TO CLOSE OF ESCROW.

IN CONNECTION THEREWITH BUYER EXPRESSLY WAIVES ALL RIGHTS AND PRIVILEGES UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE (AND UNDER ANY OTHER SIMILAR APPLICABLE LAW OR LEGAL PRINCIPLE) WHICH PROVIDES AS FOLLOWS:

"GENERAL RELEASE; EXTENT.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BUYER AND SELLER SHALL PLACE THEIR INITIALS BELOW TO AFFIRM THEIR RESPECTIVE AGREEMENT WITH THE FOREGOING WAIVER AND RELEASE.

Buyer_____ Seller_____

THE FOREGOING WAIVER AND RELEASE SHALL SURVIVE THE CLOSE OF ESCROW AND THE DELIVERY AND RECORDING OF THE DEED.

(c) Buyer's Representations and Warranties. Buyer warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements shall survive the Close of Escrow for a period of two (2) years, that:

(i) Buyer is duly formed, duly organized and validly existing and in good standing under the Laws of its jurisdiction of formation, and is authorized to transact business in the State of California. Buyer, on or prior to the date of delivery of a Notice of Due Diligence Approval, will have the full power and authority to enter into, be bound by and comply with the terms of this Agreement and will have obtained all necessary consents and approvals to enter into and consummate the transaction contemplated hereby. Upon execution and delivery of this Agreement on behalf of Buyer, this Agreement shall constitute the valid and binding obligation of

Buyer, enforceable against Buyer in accordance with its terms, subject to equitable principles and principles governing creditors' rights generally.

(ii) There are no bankruptcy, insolvency or similar actions or proceedings pending or, to Buyer's knowledge, overtly threatened by or against Buyer.

(iii) There are no lawsuits, arbitrations or other legal proceedings pending or against such party that would impair or materially affect Buyer's ability to enter into or perform its obligations under this Agreement.

(iv) To Buyer's knowledge (A) neither the entering into this Agreement nor the consummation of this sale constitutes a violation or breach by Buyer of any contract or other instrument to which it is a party, or to which it is subject, or by which any of its assets or properties may be affected, or a violation of any judgment, order, writ, injunction or decree issued against or imposed upon it, or (B) will result in a violation of any applicable Law.

(v) No consent, waiver, approval or authorization is required from any person or entity (other than as will be obtained prior to Close of Escrow) in connection with the execution and delivery of this Agreement or the performance by Buyer of its obligations under this Agreement.

(vi) Buyer has not (A) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state Law relative to bankruptcy, insolvency or other relief for debtors, (B) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding, to hold, administer and/or liquidate all or substantially all of its property, or (C) made an assignment for the benefit of creditors.

(vii) Buyer is in compliance with all applicable anti-money laundering and anti-terrorist Laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the Bank Secrecy Act ("**BSA**"), as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the USA PATRIOT Act ("**Patriot Act**"), and other authorizing statutes, executive orders and regulations administered by the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury of the United States of America, and related Securities and Exchange Commission, or other agency rules and regulations.

For purposes of this Agreement, whenever the phrase "to Buyer's knowledge," or the "knowledge" of Buyer or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of _____, without duty of inquiry. Buyer represents and warrants to Seller that the foregoing individuals are the employees or representatives of Buyer most knowledgeable with respect to the subject matter of the

representations, warranties and other agreements herein that are qualified by Buyer's knowledge. The representations and warranties of Buyer set forth in this Agreement are made as of the Effective Date and are remade as of the Closing Date, shall not be deemed to be merged into or waived by the instruments delivered at the Closing Date, and shall survive the Close of Escrow for a period of two (2) years.

(d) Access and Inspections. Commencing on the Effective Date and continuing until the Closing Date (or earlier termination of this Agreement), Buyer shall have reasonable access to the Real Property at all reasonable times during normal business hours, for the purpose of conducting reasonable tests and inspections, including surveys and architectural, engineering, geotechnical and environmental inspections and tests, provided that (i) Buyer must give Seller one (1) Business Day prior written notice of any such inspection or test, (ii) prior to performing any inspection or test, Buyer must deliver a certificate of insurance to Seller evidencing that Buyer and its contractors, agents and representatives have in place comprehensive general liability insurance in the amount of two million dollars (\$2,000,000) combined single limit for personal injury and property damage per occurrence and workers compensation insurance for its activities on the Real Property covering accidents arising in connection with the presence of Buyer, its contractors, agents and representatives on the Real Property, which insurance shall name Seller as an additional insured thereunder and have a deductible or self-insured retention of no more than five thousand dollars (\$5,000), and (iii) all such tests shall be conducted by Buyer in compliance with Buyer's responsibilities set forth in this Agreement. Notwithstanding the foregoing or anything herein to the contrary, in no event shall Buyer conduct any intrusive or destructive physical testing (environmental, structural or otherwise) at the Property (including, but not limited to, any Phase II environmental assessment, or other drilling, boring or excavation, or any water samples, or any testing, sampling or removal of any surface or subsurface soils, surface water, groundwater or any materials in or about the Improvements, or any portion thereof) without Seller's express prior written consent, which consent may not be unreasonably withheld, conditional or delayed.

(i) Buyer hereby agrees to defend, indemnify and hold harmless Seller Parties, and each of them, against and hold them harmless from any and all Claims (defined below) arising out of, or in any way relating to any negligence or willful misconduct by Buyer, its agents, independent contractors, servants and/or employees while on the Property pursuant to this Section 11(d), or any violation of the provisions of Section 11(d)(ii); provided, however, the foregoing indemnity, defense and hold harmless obligations shall not extend to protect any Seller Party from any pre-existing liabilities for matters merely discovered by Buyer and not caused by Buyer or its representatives or contractors entry on the Property or any matters directly resulting from the negligence of, tortious conduct of, breach of this Agreement by, or unlawful conduct of any Seller Party. As used in this Agreement, "**Claims**" means any proceeding, judgment, cost, damage, disbursement, expense, liability, loss, obligation, diminution in value, or penalty of any kind or nature, whether foreseeable or unforeseeable, including but not limited to, interest or other carrying costs, penalties, legal, accounting and other professional fees and expenses incurred in the

investigation, collection, prosecution and defense of claims and amounts paid in settlement, that may be imposed on or otherwise incurred or suffered by the specified Person. The indemnity obligations of Buyer under this Agreement shall survive any termination of this Agreement or the Close of Escrow and the delivery and recording of the Deed and the transfer of title to the Property.

(ii) In conducting any inspections, investigations or tests of the Property, Buyer and its agents and representatives shall: (a) not unreasonably interfere with the operation and maintenance of the Property; (b) not damage any part of the Property; (c) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors and employees; (d) comply with all applicable Laws; (e) promptly pay when due the costs of all tests, investigations, and examinations done by or on behalf of Buyer with regard to the Property; (f) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; and (g) promptly repair any damage to the Real Property resulting directly or indirectly from the entry by Buyer or its agents, employees, contractors and representatives or from any such inspections, tests, investigations or studies, except a pre-existing physical condition of the Real Property which is merely discovered by Buyer (e.g., environmental contamination).

(e) Seller's Representations and Warranties. Seller warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements shall survive the Close of Escrow for a period of two (2) years at which time they shall expire and terminate ("**Survival Period**"), that:

(i) Authorization. Seller has full power and authority to enter into, be bound by and comply with the terms of this Agreement, and has obtained all necessary consents and approvals to enter into and consummate the transaction contemplated hereby. Upon execution and delivery of this Agreement on its behalf, this Agreement shall constitute the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to equitable principles and principles governing creditors' rights generally.

(ii) No Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended.

(iii) No Conflict. To Seller's knowledge, neither the entering into this Agreement nor the consummation of this sale (A) constitutes a violation or breach by Seller of any material contract or other instrument to which it is a party, or to which it is subject, or by which any of its material assets or properties may be affected, or a violation of any judgment, order, writ, injunction or decree issued against or imposed upon it, or (B) will result in a violation of any applicable Law. No consent, waiver, approval or authorization is required from any Person (that has not already been obtained) in connection with the execution and delivery of this Agreement or the performance by Seller of its obligations under this Agreement.

(iv) Legal Procedure. To Seller's knowledge, as of the Execution Date there are no legal actions, suits or similar proceedings pending and served, or threatened in writing

against Seller or the Property which could materially and adversely affect the value of the Property or Seller's ability to consummate the transactions contemplated hereby.

(v) Bankruptcy. Seller has not (A) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state Law relative to bankruptcy, insolvency or other relief for debtors, (B) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (C) made an assignment for the benefit of creditors.

(vi) Solvency. Seller is not entering into the transactions contemplated by this Agreement with the actual intent of hindering, delaying or defrauding any person or entity, including any present or future creditor. As of the Execution Date Seller is solvent, able to pay its own debts as and when they become due, and adequately capitalized to conduct its business and affairs as a going concern, and the transactions contemplated hereby will not render it insolvent. The consideration that Seller is receiving in connection with the transactions contemplated by this Agreement is reasonably equivalent to, or exceeds, the assets that Seller is transferring or otherwise disposing of in connection herewith.

(vii) Condemnation. As of the Execution Date, Seller has not received any written notice of condemnation of any portion of the Property, or of any special assessment affecting the Property (other than as shown in the PTR), and, to the knowledge of Seller, no such condemnation or special assessment, has been threatened or proposed.

(viii) Liens. To Seller's knowledge (A) there are no unpaid obligations that could give rise to a mechanics' materialmen's or other lien on the Property, (B) any unsatisfied mechanics' or materialmen's or other lien rights concerning the Property, except as shown in the PTR, and (C) there are no encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments or other matters affecting the Property, except as shown in the PTR.

(ix) Patriot Act Compliance. To Seller's knowledge, Seller is in compliance with all applicable anti-money laundering and anti-terrorist Laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the BSA, as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the Patriot Act, and other authorizing statutes, executive orders and regulations administered by OFAC, and related Securities and Exchange Commission, or other agency rules and regulations.

(x) No Other Agreements. Except for this Agreement and, at Close of Escrow, the Put/Call Memorandum, Seller has not entered into any contracts that grant any options,

rights of first offer, rights of first refusal or similar rights (in each case, whether oral or written) for the sale, assignment or transfer of all or any portion of the Property.

(xi) No Leases. There are no leases, licenses or other agreements for use or occupancy of any portion of the Property that will be in force after the Close of Escrow. As of the Close of Escrow, there shall be no commissions or tenant improvement cost obligations for which Buyer is responsible. No person or entity other than Seller is in or entitled to possession of the Real Property or any improvements thereon and no persons or entities shall have occupancy rights to the Real Property.

(xii) Compliance with Law. As of the Effective Date, Seller has not received with respect to the Property any written notice of any violations of applicable Laws related to the Property that remains uncured.

(xiii) Hazardous Substances. Seller has not received written notice of, and does not otherwise have knowledge of, (i) any violation of Environmental Laws concerning the Property, or (ii) the presence or release of Hazardous Substances on or from the Property that would give rise to any obligation to report, monitor or remediate or which would reasonably be likely to pose a material threat to the environment or person or property. For purposes of this Agreement, the following terms and references shall have the indicated meanings:

(1) **“Environmental Laws”** shall mean any and all presently existing Laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits issued with respect thereto, and other requirements of any federal, state or local governmental agency, court, board, bureau or other authority having jurisdiction with respect to or relating to the environment, to any Hazardous Substance or to any activity involving Hazardous Substances and shall include, without limitation, all UST Laws, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9501, et seq.) the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.) and all amendments thereto in effect as of the Closing Date; and

(2) **“Hazardous Substances”** shall mean and include any chemical, compound, material, fixture, waste or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, gasoline, motor oil, diesel fuel, other petroleum by-products, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixture of natural gas and such synthetic gas). “Hazardous Substances” shall include, without limitation, any hazardous or toxic substance, material or waste or any chemical, compound or mixture which is (A) asbestos, (B) designated as a “hazardous substance” pursuant to Section 1317 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (C)

defined as a “hazardous waste” pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, (42 U.S.C. Section 6901 et seq.), (D) defined as “hazardous substances” pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), or (E) listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR part 302); or in any and all amendments thereto in effect as of the Closing Date; or such chemicals, compounds, mixtures, substances, materials or wastes otherwise regulated under any applicable local, state or federal Environmental Laws.

(3) “**UST Laws**” shall mean all Laws, statutes, rules and regulations relating to owners and operators of underground storage tank systems, including, without limitation, Subtitle I of the Resource, Conservation and Recovery Act (42 U.S.C. Section 6991, et seq.), part 280 of Title 40 of the Code of Federal Regulations, Chapter 459, and Sections 2580 et seq. of the California Health and Safety Code.

For purposes of this Agreement, whenever the phrase “to Seller’s knowledge,” or the “knowledge” of Seller or words of similar import are used, it shall be deemed to refer to facts within the actual knowledge of _____ and _____ and no others, without duty of inquiry and only at the times indicated. Seller represents and warrants to Buyer that the foregoing individuals are the employees or representatives of Seller most knowledgeable with respect to the subject matter of the representations, warranties and other agreements herein that are qualified by Seller’s knowledge. The representations and warranties of Seller set forth in this Agreement are made as of the Effective Date and are remade as of the Closing Date, shall not be deemed to be merged into or waived by the instruments delivered at the Closing Date, and shall survive the Close of Escrow for a period of two (2) years at which time they shall expire and terminate.

(f) Seller’s Covenants. From the date hereof until Close of Escrow, except to the extent Buyer’s specific written consent therefor is obtained, Seller shall (i) maintain the Property in substantially the same physical condition as exists upon execution of this Agreement; (ii) not grant or convey any easement, lease, license, permit, lien, encumbrance or any other legal or beneficial interest or occupancy right in or to the Property; (iii) not enter into any agreements for the sale, transfer or encumbrance of the Property; (iv) not solicit offers for the purchase or transfer of the Property; (v) not construct or remove any improvements on the Property, except as otherwise expressly set forth in this Agreement; (vi) not apply for any entitlements of permits with respect to the Property (including, without limitation, renewal of existing permits), except as otherwise expressly set forth in this Agreement; (vii) not enter into any agreement with respect to the Property that could bind Buyer or the Property after the Close of Escrow; (viii) promptly deliver to Buyer a copy of all material written notices received by Seller or its agents from any governmental authority relating to the Property; (ix) give prompt notice to Buyer in the event any of the following shall come “to Seller’s knowledge”: (A) the violation of any Law relating to the Property, (B) notice of cancellation or default pursuant to any policy of insurance relating to the Property, (C) the taking or threatened taking of the Property or any portion thereof

by eminent domain, (D) any casualty relating to the Property, or (E) the filing or threat to file an action, claim or proceeding in any court or administrative agency against Seller which may affect the Property.

12. Condemnation.

In the event that, after the Effective Date and prior to the Close of Escrow, a material portion of the Real Property is subject to a taking by a governmental authority, Buyer shall have the right, exercisable by written notice to Seller within ten (10) Business Days after Buyer's receipt of written notice of such damage or destruction, either (i) to terminate this Agreement and receive return of the Deposit less Escrow termination charges and this Agreement shall terminate except for provisions that expressly survive termination, or (ii) to accept the Property in its then condition and to proceed with Closing. Unless Buyer terminates this Agreement pursuant to its rights in the immediately-preceding sentence (or as otherwise provided in this Agreement), Buyer shall be bound to purchase the Property for the full Purchase Price as required by the terms hereof, without regard to the occurrence or effect of any damage to the Property or destruction of any improvements thereon or condemnation (or any issuance by a governmental authority with jurisdiction of a notice of intent to adopt a resolution of necessity to condemn) of any portion of the Property or the improvements thereon ("**Loss**"). In the event of any Loss after the Effective Date and prior to the Close of Escrow, Buyer shall be entitled, at Close of Escrow, to a credit against the Purchase Price due hereunder equal to the amount of any insurance proceeds or condemnation awards collected by Seller as a result of any such damage or destruction or condemnation, less any sums expended by Seller toward the restoration or repair of the Property or in collecting such insurance proceeds or condemnation awards. If the proceeds or awards have not been collected as of the Closing, then such proceeds or awards shall be assigned to Buyer, except to the extent needed to reimburse Seller for sums expended prior to the Closing to repair or restore the Property or to collect any such proceeds or awards. For purposes of this Section 12, damage to the Property or a taking of a portion of the Property shall be deemed to involve a material portion thereof if the estimated cost of restoration or repair of such damage, as reasonably estimated by Buyer and Seller, or the amount of the condemnation award with respect to such taking, shall exceed eight percent (8%) of the Purchase Price.

13. Default and Liquidated Damages.

(a) Escrow Termination. In the event that the Close of Escrow does not occur as provided in this Agreement for any reason other than an uncured default of Buyer, the Deposit (less any Escrow charges) shall immediately be returned to Buyer, any other funds or documents in Escrow shall be returned to the party depositing the same and this Agreement shall terminate except for provisions that expressly survive termination.

(b) Seller's Remedies. IN THE EVENT THAT THE CLOSE OF ESCROW DOES NOT OCCUR AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY DEFAULT OF BUYER THAT BUYER DOES NOT CURE WITHIN TEN (10) CALENDAR

DAYS AFTER RECEIVING WRITTEN NOTICE FROM SELLER SPECIFYING THE NATURE OF SUCH DEFAULT (PROVIDED, HOWEVER, THAT THERE SHALL BE NO NOTICE AND CURE PERIOD WITH RESPECT TO THE FAILURE TO CLOSE ON THE CLOSING DATE), AND PROVIDED SELLER IS NOT OTHERWISE IN DEFAULT, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER. THEREFORE BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE AN AMOUNT EQUAL TO THE DEPOSIT, TOGETHER WITH THE ACCRUED INTEREST THEREON (WHICH AMOUNT SHALL BE DISTRIBUTED TO SELLER BY ESCROW HOLDER) PLUS THE TERMINATION OF THIS AGREEMENT (OTHER THAN THE OBLIGATIONS WHICH SURVIVE THE TERMINATION HEREOF) AND THE CONTINUATION OF THE INDEMNIFICATIONS AND RIGHTS OF SELLER UNDER SECTIONS 11(d)(i), 17 AND 20 HEREOF, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), SUCH AMOUNT SHALL BE DISBURSED TO SELLER AS THE FULL, AGREED AND LIQUIDATED DAMAGES FOR A BREACH OF THIS AGREEMENT BY BUYER THAT RESULTS IN THE CLOSE OF ESCROW NOT OCCURRING, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES IN RESPECT OF BUYER'S BREACH OF THIS AGREEMENT BEING HEREIN EXPRESSLY WAIVED BY SELLER. SUCH PAYMENT OF THE DEPOSIT IS NOT INTENDED AS A PENALTY, BUT AS FULL LIQUIDATED DAMAGES.

BY PLACING THEIR INITIALS AT THE PLACES PROVIDED BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENT MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL AND THAT SUCH COUNSEL EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION AND OTHER PROVISIONS OF THIS AGREEMENT AT THE TIME THE SAME WAS EXECUTED.

Seller_____ Buyer_____

(c) Buyer's Remedies. If Seller defaults under this Agreement, and fails to cure such default within ten (10) days after receiving written notice from Buyer describing such default, Buyer may, at its option and as its exclusive remedy (i) terminate this Agreement by giving written notice of termination to Seller whereupon Escrow Holder will return to Buyer the Deposit, and both Buyer and Seller will otherwise be relieved of any further obligations or liabilities under this Agreement, except for those obligations that expressly survive termination of this Agreement, (ii) seek specific performance of this Agreement if Seller failed to convey the Property to Buyer at Close of Escrow as required under this Agreement, (iii) waive such failure or breach and proceed to Closing, or (iv) if specific performance is unavailable by reason of Seller's default (e.g., due to Seller's sale, transfer or willful encumbering of the Property in violation of the terms of this

Agreement), pursue any remedy available at Law or in equity for Seller's failure to convey the Property to Buyer. The foregoing options are mutually exclusive and are the exclusive rights and remedies available to Buyer at law or in equity in the event the sale of the Property is not consummated because of default under or breach of this Agreement on the part of Seller. This Section 13(c) shall not limit any attorneys' fees or costs to which Buyer shall be entitled under Section 17.

(d) The provisions of this Section 13 shall survive termination of this Agreement.

14. Assignment.

Buyer may not assign, transfer or convey its rights and obligations under this Agreement without the prior written consent of Seller; *provided, however*, Buyer shall have the right, without Seller's consent (but upon written notice to Seller no later than two (2) business days prior to the Closing Date), to assign its rights and obligations under this Agreement to any entity controlling, controlled by, or under common control with Buyer. Any assignee shall assume all of Buyer's obligations hereunder and succeed to all of Buyer's rights and remedies hereunder and any assignment and assumption must be in writing and delivered to Seller at least two (2) business days prior to the Closing Date.

Subject to the provisions hereof, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their heirs, estates, successors and assigns.

15. Entire Agreement.

This Agreement and the exhibits attached hereto constitute the complete agreement of the parties with respect to the subject matter referred to herein and supersede all prior or contemporaneous negotiations, promises, covenants, agreements or representations of every nature whatsoever with respect thereto, all of which have become merged and finally integrated into this Agreement and, to the extent not included herein, are hereby released, waived and relinquished. Each of the parties understands that in the event of any subsequent litigation, controversy or dispute concerning any of the terms, conditions or provisions of this Agreement, no party shall be permitted to offer or introduce any evidence concerning any other oral or written promises or agreements between the parties relating to the subject matter of this Agreement not included herein. This Agreement cannot be amended, modified or supplemented except by a written document signed by all parties hereto.

16. Savings Clause.

In the event any of the terms, conditions or covenants contained in this Agreement shall be held to be invalid, then any such invalidity shall not affect any other term, condition or

covenant contained herein (or therein), and any such term, condition or covenant shall remain in full force and effect.

17. Attorneys' Fees.

If any party files an action or commences an arbitration to enforce or construe the provisions of this Agreement, or is made a party to any action or arbitration brought by Escrow Holder, then, as between Buyer and Seller, the prevailing party shall be entitled to recover from the other all of its costs and reasonable attorneys' fees and costs, court costs and litigation or arbitration related fees and costs, including in connection with any appeal, in any bankruptcy case or proceeding, or the enforcement of any judgment. As used herein, the term "prevailing party" shall mean the party who recovers a greater relief in an action or arbitration to enforce or construe the provisions of this Agreement, whether or not damages are actually awarded to such party.

18. Additional Assurances.

Buyer and Seller agree to execute all other documents and instruments and to take all other action, including deposit of funds, in addition to such funds as may be specifically provided herein, as may be reasonably required in order to consummate the purchase and sale herein upon the terms set forth in this Agreement, and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

19. No Waiver.

The waiver by either party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be construed as a waiver of any other covenant, condition or promise herein. The waiver by either party of the time for performing any act shall not constitute a waiver of the time for performing any other act or any incidental act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of, or an estoppel against, the later exercise of any such remedy or right.

20. Broker's Commission and Finder's Fees.

Buyer and Seller each represent to the other that neither has had any dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated hereby, and no broker or other person, firm or entity is entitled to any commission or finder's fee in connection with this transaction. Buyer and Seller do each hereby indemnify, defend and hold the other harmless from and against any costs, expenses or liability for compensation, commissions or charges that may be claimed by any broker, finder or other similar party, by reason of any dealings or actions of the indemnifying party.

The provisions of the foregoing indemnification agreement shall survive the Close of Escrow and delivery and recording of the Deed.

21. Confidentiality.

Prior to the Close of Escrow, Buyer and Seller each agree that all information that is exempt from disclosure from the California Public Records Act (Gov't Code §§6250 *et seq.*), as determined by Seller in its reasonable discretion, and made available by one party to the other or in any way relating to the other party's interest in such transaction, shall be maintained in strict confidence and no disclosure of such information will be made, prior to the Close of Escrow, except to such attorneys, accountants, investors, potential builders, advisors, lenders, potential tenants (and their brokers and representatives), and others as are reasonably required to evaluate and consummate the transaction, to apply for and process the Entitlements, and except as may be required by applicable Law. The foregoing provision shall not restrict Buyer from including any information concerning the Property in any entitlement application prepared and/or filed prior to the Close of Escrow. The provisions of this Section 21 shall survive termination of this Agreement, but shall not survive beyond the Close of Escrow.

22. Miscellaneous.

(a) Gender, Person and Number. Whenever the context of this Agreement so requires, the neuter shall include the masculine and the feminine; the masculine shall include the neuter and the feminine; the feminine shall include the neuter and the masculine; the singular shall include the plural; and the plural shall include the singular. If this Agreement now or hereafter has more than one person or entity comprising Buyer, the obligations of Buyer shall be the joint and several obligation of such persons or entities. The term Buyer shall include "and each of them". The meaning of the term "Property" shall include, without limitation, "or any part thereof".

(b) Notices. All notices required or permitted hereunder shall be in writing and shall be delivered to the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (a) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (b) by overnight delivery using a nationally recognized overnight courier, (c) by personal delivery, or (d) by electronic communication, including facsimile or e-mail transmission. Notice shall be effective only if and when received by the party to be notified. Notices delivered after 5:00 p.m. California time or on a day other than a Business Day shall be effective on the next Business Day. Refusal to accept delivery of any notice, request or demand shall be deemed to be delivery thereof. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notice to any one co-party shall be deemed notice to all co-parties. Notices given by counsel to the Buyer shall be deemed given by Buyer and notices given by counsel to the Seller shall be deemed given by Seller.

To Seller: City of Santa Rosa
69 Stony Circle
Santa Rosa, California 95401
Attn: Real Estate Manager
Telephone: 707-543-4246
Email: jscott@srcity.org

With a copy to: City of Santa Rosa
100 Santa Rosa Ave., Room 8
Santa Rosa, California 95404
Attn: City Attorney
Telephone: 707-543-3040
Email: sgallagher@srcity.org

To Buyer: Cornerstone Properties

_____, California 9_____
Attn: _____
Telephone: ____-____-_____
E-Mail: _____@_____.com

With a copy to: Loeb & Loeb LLP
Two Embarcadero Center, Suite 2320
San Francisco, California 94111
Attention: Allan Abshez, Esq.
Telephone: 415-903-3227
Facsimile: 415-903-3201
E-Mail: aabshez@loeb.com

To Escrow Holder: the address specified on the "Acceptance by Escrow Holder"
page of this Agreement

(c) Exhibits. All exhibits attached hereto are incorporated into this Agreement and made a part hereof.

(d) Time of Essence. Time is of the essence in the performance of the obligations hereunder and the Close of Escrow.

(e) Amendments in Writing. The provisions of this Agreement may not be amended or altered except by a written instrument duly executed by each of the parties hereto.

(f) Recording. The parties hereto agree that this Agreement shall not be recorded. Upon request by Buyer, the parties shall record a memorandum of this Agreement to be recorded against the Real Property. If a memorandum of this Agreement shall be recorded, within five (5) Business Days following any termination of this Agreement, Buyer shall deliver to Seller or Escrow Holder a quitclaim deed executed and acknowledged by Buyer and to be recorded against the Real Property to terminate any interest of Buyer therein arising by virtue of the recording of such memorandum of this Agreement.

(g) Section Headings and References. The headings preceding each Section of this Agreement are for convenience only and shall not be considered in the construction or interpretation of this Agreement, and all references to Section numbers without any other description are to Sections in this Agreement.

(h) Effectiveness; Counterparts. This Agreement may be executed in several counterparts, and by fax or "PDF" or electronic signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement shall be effective as of the Effective Date.

(i) Interpretation. Buyer and Seller, and their respective counsel, have read and reviewed this Agreement and all have participated and cooperated in the drafting and preparation hereof. Hence, Buyer and Seller agree that any rule of construction, to the effect that ambiguities are to be resolved against the drafting party, shall not apply to the interpretation of this Agreement.

(j) Governing Law. This Agreement and the instruments referenced herein shall be construed in accordance with and governed by the Laws of the State of California, without regard to California principles of conflicts of Laws.

(k) Expiration. In the event this Agreement is executed by either party prior to execution by the other party, this Agreement shall be of no further force and effect, and Seller shall have no right or obligation to sell the Property to Buyer, and Buyer shall have no right or obligation to purchase the Property from Seller, unless this Agreement is executed by the other party and a copy thereof delivered to (i) the initially-signing party and (ii) Escrow Holder, prior to the close of business on the third (3rd) Business Day after the other party's receipt of a copy of this Agreement executed by the initially-signing party.

(l) Dollar Amounts. All monetary amounts set forth in this Agreement refer to United States legal tender funds.

(m) Business Day. For purposes of this Agreement, "**Business Day**" means a day other than a Saturday, Sunday or holiday on which national banking institutions or the County recorder or escrow companies in the County are closed; if the date upon which the Closing Date or any other date or time period provided for in this Agreement is or ends on a day other than a Business Day, then such date shall automatically be extended until the next Business Day.

(n) No Marketing; Review of Back-Up Offers. From the Effective Date until the termination of this Agreement, except as otherwise required by applicable Law, Seller shall not advertise or market the Property, or cause any other person or entity to do so, or list the Property with a broker, for sale in any fashion whatsoever, or enter into negotiations with any third party for the sale of the Property.

(o) Statutory Disclosure. Certain California and federal laws, including CERCLA, 42 U.S.C. Section 9601 *et seq.*, and California Health & Safety Code Section 25359.7 require sellers of certain real estate to disclose the existence of Hazardous Materials located on or beneath the property being transferred.

(p) Force Majeure. The time required to perform any act under this Agreement, shall be extended by a period of time equal to the number of days during which performance of such act is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, condemnation, requisition, laws, orders of governmental, civil, military or naval authority or regulatory body, public health emergency, initiative or referenda, moratoria, or any other cause similar to the foregoing, not within the reasonable control of the Party claiming such prevention or delay. A Party wishing to invoke this Section 22(p) shall give notice to the other Party to this Agreement of that intention within ninety (90) days of the commencement of any such cause specifying the reasons therefor, the provisions of this Agreement that will be delayed as a result, and the period of such extension, if known, or, if not known, the Party's best estimate thereof. The failure to so notify the other Party within that period as to the cause for delay shall constitute a waiver of any right to later rely upon this Section with respect to that cause.

(q) Delegation. The City of Santa Rosa City Manager shall have the authority to implement and enforce this Agreement on behalf of Seller; provided, however, that in no event shall the City Manager (or designee) have the authority, without City Council approval or express delegation of authority, to approve any actions that, pursuant to applicable Law, cannot be taken without further action on the part of the City Council. This Section shall not be deemed to modify any other provisions of this Agreement and shall not excuse any obligation of Seller under this Agreement or any deadlines for such performance set forth in this Agreement.

(r) Seller Acting in Proprietary Capacity. Seller is entering into this Agreement in its proprietary capacity only. In no way is Seller's execution of this Agreement an implied or actual waiver of, or limitation on, any of Seller's rights, discretion, authorities or obligations, acting in its governmental capacity, including but not limited to Seller's responsibilities under applicable law, including without limitation the California Environmental Quality Act. This Section shall not be deemed to modify any other provision of this Agreement and shall not excuse any breach or default by Seller, acting in its proprietary capacity, of any other provisions of this Agreement.

(s) Third Parties. No third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement. This provision shall survive the termination of this Agreement and the Closing.

23. Buyer's Post-Closing Covenants and Seller's "Call" Right.

(a) Post-Closing Obligations.

(i) Ross Street and SMART Site Projects. Within six (6) months of the Close of Escrow for its acquisition of the Property, Buyer shall submit to Seller building plans and applications sufficient for a full plan check of the following two projects: (A) a 109-unit mixed-use project at 556 Ross Street in the City of Santa Rosa (the "**Ross Street Project**"); and (B) the first phase of Buyer's mixed-use project at 34 6th Street in the City of Santa Rosa consisting of approximately 114 residential units (the "**SMART Site First Phase**"); and

(1) Within one year of Seller's issuance of building permits for the Ross Street Project, Buyer shall begin and thereafter diligently pursue the construction of the Ross Street Project; and

(2) Within one year of Seller's issuance of building permits for the SMART Site First Phase, Buyer shall begin and thereafter diligently pursue the construction of the SMART Site First Phase.

(ii) Covenants Regarding Future Development. Any future development of the Property shall occur in conjunction with the Buyer's Adjacent Property and shall incorporate the following components:

(1) 144 parking stalls which shall be available to the public for 40 years from the first date that said parking stalls are available to the public pursuant to a mutually acceptable parking agreement to be negotiated in good faith and entered into by and between Buyer and Seller concurrently with Seller's approval of the Project (the "Parking Agreement") which shall, at a minimum, include terms that require the following:

- (a) The term of the Parking Agreement shall be 40 years from the first date said parking stalls are made available to the public (the "Term")
- (b) During the Term, Buyer shall maintain and operate said parking stalls for use by the general public,
- (c) During the Term, Buyer shall provide the City with the net revenue on a monthly basis from the 144 parking stalls, which shall be determined in a manner as more specifically set forth in the Parking Agreement.

- (d) In calculating the net revenue due to the City, Buyer shall be entitled to deduct the pro rata share of expenses attributable to Buyer's actual cost of operating, maintaining, cleaning, securing, repairing, replacing, and upgrading the parking stalls and associated parking fixtures and equipment based on the percentage that 144 spaces bears to the total number of parking spaces in the Project, which expenses shall include, but shall not be limited to, fees and expenses paid to a third party parking manager (if any), utility expenses, taxes and assessments, the cost of property, fire, casualty, liability, workers compensation and other insurance, and reasonable operating and maintenance reserves; provided, however that such expenses shall not include deposits or set-asides for capital reserves for repair or replacement of the parking structure. The manner in which such expenses will be documented and reported to City shall be more specifically set forth in the Parking Agreement.
- (e) During the Term, Parking rates for the 144 spaces shall be set in coordination with the City's Parking Program.
- (f) During the period that the 144 parking stalls are unavailable to the public due to the construction of the Project, Buyer shall provide the City with a monthly payment in lieu of parking revenue to be deposited with the City's Parking District in an amount equal to the average monthly net revenue from the Property during the last full fiscal year prior to commencement of construction of the Project.

(2) Not less than fifteen percent (15%) of the housing units proposed as part of any development project on the Property and Buyer's Adjacent Property shall be reserved for rent or for sale for at an affordable rent or sales price, as applicable, for a period of 55 years for lower income households as defined by California Health and Safety Code (H&SC) Section 50079.5 and in accordance with the income limits for lower income households published annually by the California Department of Housing and Community Development; and

(3) Ten thousand (10,000) square feet of ground floor community benefit space, which shall include uses that are available for the general public as well as residents of the Project, including but not limited to healthcare clinics, childcare or family services, education related, grocery/hardware/sundry markets, cafés, restaurants, and general retail.

The foregoing covenants shall run with the land and are incorporated into the Continuing Covenant, and shall be incorporated as a condition of approval of the Project as defined below.

(iii) Within eighteen (18) months after the Close of Escrow for its acquisition of the Property, Buyer shall file all required applications for the City of Santa Rosa (the “**City**”) planning and zoning entitlements to develop the Property and Buyer’s Adjacent Property with a mixed-use project (the “**Project**”) that is consistent with the Existing Land Use Regulations (as defined herein), and shall incorporate the all of the components described in Subsection 23(a)(ii) above. As used herein, “**Existing Land Use Regulations**” shall mean the City’s General Plan, the Downtown Station Area Specific Plan, Municipal Code Chapters 19, 20 & 21, and the City’s written planning and zoning regulations; all as officially adopted as of the Effective Date of this Agreement. In the event that Buyer submits an application for planning and zoning entitlements for the Property and/or the Buyer’s Adjacent Property after such eighteen (18) month period has expired then, for the purpose of this Agreement, “Existing Land Use Regulations” shall mean the City’s General Plan, the Downtown Station Area Specific Plan, Municipal Code Chapters 19, 20 & 21 and the City’s written planning and zoning regulations all as officially adopted as of the date of submission of such application.

(b) Buyer shall diligently pursue all applications submitted pursuant to Subsection 23(a)(iii), including prompt response to all reasonable City requests for information as needed to ensure the City’s ability to evaluate and decide all necessary planning and zoning entitlements for the Project within the two year period provided for processing and consideration of Buyer’s applications set forth in Section 24(a) below.

(c) Construction Commencement Covenant. If the planning and zoning entitlements are approved by the City, Buyer shall apply for building permits for the Project within twenty four (24) months of approval of entitlements for the Project, and shall begin construction, in accordance with permits duly issued by Seller, of the Project within six (6) years of the City’s final approval of the planning and zoning entitlements for the Project based on the application filed by Buyer pursuant to Subsection 23(a)(iii) above. Buyer shall diligently pursue such construction to completion.

(d) Applicability; Procedure.

(i) Seller shall have a right (but not the obligation) to purchase the Property from Buyer for the Purchase Price (the “**Call Purchase Price**”), and Buyer shall have the obligation to sell and convey the Property to Seller for the Call Purchase Price if Buyer is in material default of any of its obligations under Section 23 (a), (b) or (c) of this Agreement, and Buyer’s performance of such obligations is not excused (“**Seller’s Call Right**”); provided, however, that the City Manager may, in its reasonable discretion and for good cause shown, extend the time for the performance of any Buyer’s obligations under Section 23(a), (b) or (c) by written notice to Buyer.

(ii) Not later than sixty (60) days after Seller's actual or constructive knowledge of Buyer's alleged Section 23(a), (b) or (c) default, Seller shall give Buyer written notice of Buyer's alleged default stating the basis for Buyer's alleged default with reasonable specificity ("**Seller's Notice of Default**"). Seller's City Council (the "**City Council**") shall conduct a noticed public hearing to review evidence of Buyer's alleged default no sooner than forty-five (45) days, and no later than sixty (60) days, after Seller's Notice of Default to Buyer. The City Council shall reach its final decision no later than ten (10) days after such public hearing is opened. As its final decision, the City Council may: (x) determine that there has been no material default under Section 23(a), (b) or (c); (y) elect that Seller shall purchase the Property from Buyer for the Call Purchase Price after determining that there has been a material default under Section 23(a), (b) or (c); or (z) establish a revised schedule for the performance of Buyer's obligation(s) under Section 23(a), (b) or (c) alleged to be in default. If the City Council elects that Seller shall purchase the Property from Buyer for the Call Purchase Price, Seller shall, within ten (10) days of the City Council's decision, issue a written notice exercising its purchase right under this Section 23(e) to Buyer (a "**Call Exercise Notice**").

(e) Call Purchase Closing.

(i) If Seller shall deliver a Call Exercise Notice in accordance with this Section, the sale of the Property by Buyer to Seller shall be consummated ("**Call Closing**") through an escrow with Escrow Holder on the thirtieth (30th) day following Seller's delivery of a Call Exercise Notice (the "**Call Closing Date**").

(ii) Upon Call Closing, Buyer shall convey fee simple title to the Property to Seller by grant deed (the "**Call Deed**"), free and clear of any liens, title exceptions or defects caused by Buyer. At Call Closing, Escrow Holder shall cause Title Company to deliver to Seller (as buyer of the Property at Call Closing) a standard coverage owner's policy of title insurance insuring fee title to the Real Property in Seller with a liability equal to the Call Purchase Price. Seller may, at its option, request an extended coverage owner's title insurance policy and/or such title endorsements as Seller may desire. In such event, Seller shall pay the premium difference between a standard coverage owner's policy and such additional title insurance as Seller may desire and the cost of any required survey.

(iii) On or before the Call Closing Date, Buyer (as the seller of the Property at Call Closing) shall deliver to Escrow Holder the same documents as are specified in Section 5(a)(i), (ii), (iii), (vi) and (vii) of this Agreement. On or before the Call Closing Date, Seller (as the buyer of the Property at Call Closing) shall deliver to Escrow Holder the same documents as are specified in Section 6(a)(i), (ii), (v) and (vi) of this Agreement.

(iv) Costs related to Call Closing shall be borne by the parties in the same manner as specified in Section 7 of this Agreement (with Buyer (as the seller of the Property at Call Closing) bearing those costs designated as Seller's responsibility in Section 7

and Seller (as the buyer of the Property at Call Closing) bearing those costs designated as Buyer's responsibility in Section 7).

(v) Upon Call Closing, Escrow Holder shall promptly undertake all of the following in the manner hereby indicated (which obligations shall survive Call Closing and the delivery and recording of the Call Deed):

(1) Disburse all funds deposited with Escrow Holder by Seller in payment of the Call Purchase Price and Seller's share of costs as follows:

(A) Deduct therefrom all items chargeable to the account of Seller pursuant to this Section 23(e); and

(B) Disburse to Buyer, the remaining balance of the funds deposited by Seller;

(2) Record the Call Deed, together with any other documents or instruments which the parties may mutually direct to be recorded in the Official Records of the County;

(3) Deliver to Buyer and Seller counterpart originals of the General Assignment deposited by Buyer and Seller with Escrow Holder pursuant to Section 23(e)(iii) above;

(4) Deliver to Buyer originals of the Tax Certificates deposited by Seller with Escrow Holder pursuant to Section 23(e)(iii) above; and

(5) Deliver to Buyer those items deposited into escrow by Seller, if any, return to Seller any remaining funds held in escrow not payable to Buyer, Escrow Holder or third parties and deliver to Seller those items deposited into escrow by Buyer, if any, as provided herein.

(vi) Except as expressly set forth in this Section 23(f) or in any documents delivered by Seller in connection with Call Closing, the Property will be sold by Buyer to Seller at Call Closing "**AS IS**," "**WHERE IS**" and "**WITH ALL FAULTS**," and there are no representations or warranties, express or implied, made by or on behalf of Buyer in connection with Buyer's sale of the Property to Seller upon Call Closing. Upon Seller's delivery of a Call Exercise Note, Seller shall be deemed to have agreed for Buyer's benefit to the same terms as are set forth in Sections 11(a) and 11(b) of this Agreement.

(f) Seller's Remedies. Seller's right to purchase the Property for the Call Purchase Price pursuant to Section 23(e) shall be Seller's sole and exclusive remedy for Buyer's material default under Section 23(a), (b) or (c) of this Agreement, except that if specific performance is unavailable by reason of Buyer's sale, transfer or willful encumbering of the

Property in violation of the terms of this Agreement), pursue any remedy available at Law or in equity for Buyer's failure to convey the Property to Seller, and Seller waives every other remedy at law and equity (including, without limitation, damages of every nature) for Buyer's material default under Section 23(a), (b) or (c) of this Agreement. Buyer's obligation to sell the Property to Seller for the Call Purchase Price pursuant to this Section 23 shall be subject to the remedy of specific performance in favor of Seller. Buyer reserves its right to seek judicial review of any City Council determination that Buyer is in material default of its any of its obligations under Section 23(a) (b) or (c) of this Agreement.

(g) Survival. The provisions of this Section 23 shall survive Closing until the later of (i) expiration of Seller's Call Right, as set forth above in this Section 23, or (ii) if Seller shall exercise Seller's Call Right pursuant to this Section 23 prior to expiration of such right, the closing of the resulting sale of the Property to Seller.

24. Buyer's "Put" Right.

(a) Applicability. If Seller fails to act on the planning and zoning entitlements for Buyer's Project within two (2) years of the filing of such applications in accordance with Section 23(a), subject to the extensions of time for review of such entitlements as set forth in Section 24(b), or if Seller disapproves the planning and zoning entitlements for Buyer's Project within such two (2) year period, Buyer shall have the right, in its sole discretion, and following the procedures set forth herein, to sell the Property to Seller for the Purchase Price plus an amount to compensate Buyer for one-half of Buyer's reasonable third-party out-of-pocket costs incurred in furtherance of the Project after the Effective Date, which amount shall not exceed twenty-five percent (25%) of the Purchase Price (collectively, the "**Put Purchase Price**"), and Seller shall have the obligation to purchase the Property from Buyer for the Put Purchase Price ("**Buyer's Put Right**"). Buyer's Put Right shall not be triggered by Seller's imposition of reasonable conditions of approval mitigations measures on the Project as part of the planning and zoning entitlement process or in accordance with the California Environmental Quality Act, nor shall the Put Right be triggered by Seller's disapproval of the Project because it does not comply with the Existing Land Use Regulations; Buyer reserves its right to seek judicial review and remedy of any City Council decision regarding the Project in accordance with applicable law

(b) The two (2) year period provided in this Section shall be automatically extended for any period in which the City, or any portion of the City:

(i) Faces an active, or imminent threat of, wildfire, flood, earthquake or other natural disaster;

(ii) Faces an active, or imminent threat of civil unrest, labor shortage, declared fiscal emergency, public safety power shutoff, or other man-made condition restricting the City's ability to perform some or all of its ordinary municipal functions;

(iii) Buyer or its consultants fail to respond to the City's reasonable request for additional information within fourteen (14) days of request or as otherwise agreed upon by the parties;

(iv) A responsible public agency fails to respond to the City's reasonable request for additional information within thirty (30) days of such request.

(c) Procedure. If Buyer, exercises its rights pursuant to Section 24(a), Buyer shall give Seller written notice exercising such right ("**Put Exercise Notice**"). Buyer may deliver a Put Exercise Notice no later than two (2) years after the earlier of (i) Seller's disapproval of Buyer's Project, or (b) expiration of two (2) years after Buyer's filing of planning and zoning entitlements for the Project in accordance with Section 23(b).

(d) Put Purchase Closing.

(i) If Buyer shall deliver a Put Exercise Notice in accordance with this Section, the sale of the Property by Buyer to Seller shall be consummated ("**Put Closing**") through an escrow with Escrow Holder on the thirtieth (30th) day following Buyer's delivery of a Put Exercise Notice (the "**Put Closing Date**").

(ii) Upon Put Closing, Buyer shall convey fee simple title to the Property to Seller by grant deed (the "**Put Deed**", free and clear of any title exceptions or defects caused by Buyer. At Put Closing, Escrow Holder shall cause Title Company to deliver to Seller (as buyer of the Property at Put Closing) a standard coverage owner's policy of title insurance insuring fee title to the Real Property in Seller with a liability equal to the Put Purchase Price. Seller may, at its option, request an extended coverage owner's title insurance policy and/or such title endorsements as Seller may desire. In such event, Seller shall pay the premium difference between a standard coverage owner's policy and such additional title insurance as Seller may desire and the cost of any required survey.

(iii) On or before the Put Closing Date, Buyer (as the seller of the Property at Put Closing) shall deliver to Escrow Holder the same documents as are specified in Section 5(a)(i), (ii), (iii), (vi) and (vii) of this Agreement. On or before the Put Closing Date, Seller (as the buyer of the Property at Put Closing) shall deliver to Escrow Holder the same documents as are specified in Section 6(a)(i), (ii), (v) and (vi) of this Agreement.

(iv) Costs related to Put Closing shall be borne by the parties in the same manner as specified in Section 7 of this Agreement (with Buyer (as the seller of the Property at Put Closing) bearing those costs designated as Seller's responsibility in Section 7 and Seller (as the buyer of the Property at Put Closing) bearing those costs designated as Buyer's responsibility in Section 7).

(v) Upon Put Closing, Escrow Holder shall promptly undertake all of the following in the manner hereby indicated (which obligations shall survive Put Closing and the delivery and recording of the Put Deed):

(1) Disburse all funds deposited with Escrow Holder by Seller in payment of the Put Purchase Price and Seller's share of costs as follows:

(A) Deduct therefrom all items chargeable to the account of Seller pursuant to this Section 24(c); and

(B) Disburse to Buyer, the remaining balance of the funds deposited by Seller;

(2) Record the Put Deed, together with any other documents or instruments which the parties may mutually direct to be recorded in the Official Records of the County;

(3) Deliver to Buyer and Seller counterpart originals of the General Assignment deposited by Buyer and Seller with Escrow Holder pursuant to Section 24(c)(iii) above;

(4) Deliver to Buyer originals of the Tax Certificates deposited by Seller with Escrow Holder pursuant to Section 24(c)(iii) above; and

(5) Deliver to Buyer those items deposited into escrow by Seller, if any, return to Seller any remaining funds held in escrow not payable to Buyer, Escrow Holder or third parties and deliver to Seller those items deposited into escrow by Buyer, if any, as provided herein.

(vi) Except as expressly set forth in this Section 24(c) or in any documents delivered by Seller in connection with Put Closing, the Property will be sold by Buyer to Seller at Put Closing "**AS IS**," "**WHERE IS**" and "**WITH ALL FAULTS**," and there are no representations or warranties, express or implied, made by or on behalf of Buyer in connection with Buyer's sale of the Property to Seller upon Put Closing. Upon Seller's delivery of a Put Exercise Note, Seller shall be deemed to have agreed for Buyer's benefit to the same terms as are set forth in Sections 11(a) and 11(b) of this Agreement.

(e) Seller Default. Seller's obligation to purchase the Property from Buyer for the Put Purchase Price pursuant to this Section 24 shall be subject to the remedy of specific performance in favor of Buyer.

(f) Survival. The provisions of this Section 24 shall survive Closing until the later of (i) expiration of Buyer's Put Right, as set forth above in this Section 24, or (ii) if Buyer

shall validly exercise Buyer's Put Right pursuant to this Section 24 prior to expiration of such right, the closing of the resulting sale of the Property to Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER:

CITY OF SANTA ROSA,
a municipal corporation and charter city under the
laws of the State of California

By: _____
Name: _____
Its: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Date of Execution: _____, 2021

[Signatures Continue on Following Page]

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BUYER:

CORNERSTONE PROPERTIES II S, LLC, a
California limited liability company

By: _____

Name: _____

Title: _____

ACCEPTANCE BY ESCROW HOLDER

The undersigned hereby acknowledges that it has received executed counterparts of this Agreement of Purchase and Sale and Joint Escrow Instructions, dated _____, 2021, and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____, 2021

_____,
as Escrow Holder

By: _____

Name: _____

Its: _____

Escrow Holder's Address for Notices:

_____, CA 9_____

Attn: _____, _____ Escrow Officer

Phone: ____-____-____

Email: _____@_____.com

Escrow Holder Acceptance Page

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SCHEDULE OF EXHIBITS

Exhibit A - Legal Description of Seller's Property

Exhibit B – Legal Description of Buyer's Adjacent Property

Exhibit C - Form of Deed

Exhibit D - Form of General Assignment

Exhibit E - Form of FIRPTA Certificate

Exhibit F – Form of Parking Easement

Exhibit G – Form of Continuing Development Covenants

Exhibit H – Form of Put/Call Memorandum

Exhibit I – Retained Signage and Fixtures

EXHIBIT A

LEGAL DESCRIPTION OF SELLER'S PROPERTY

Real property in the City of Santa Rosa, County of Sonoma, State of California as follows:

Real property in the City of Santa Rosa, County of Sonoma, State of California, described as follows:

PARCEL 1:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE LAND DESCRIBED IN THE DEED TO W. R. CARITHERS AND SONS, INC., A CORPORATION, RECORDED MAY 13, 1946 IN [BOOK 659 OF OFFICIAL RECORDS, PAGE 279](#), SONOMA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ROSS STREET PRODUCED WESTERLY WITH THE CENTER LINE OF "B" STREET, AND RUNNING THENCE NORTH 60° 04' 30" EAST ALONG THE SOUTHERLY LINE OF ROSS STREET AND THE PRODUCTION THEREOF, A DISTANCE OF 272.70 FEET TO A ½" IRON PIPE LOCATED AT THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM ERNEST L. FINLEY, ET UX, TO ELIGIO STROBINO, DATED JUNE 19, 1939 AND RECORDED JUNE 20, 1939, IN [BOOK 480 OF OFFICIAL RECORDS, PAGE 7](#), SONOMA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 153.04 FEET TO THE NORTHERLY LINE OF PARCEL ONE DESCRIBED IN THE DEED FROM VICTOR H. FAHRNER, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927 IN BOOK 180 OF OFFICIAL RECORDS, PAGE 443, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST 0.78 FEET TO A 1-¼" IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE SAID LAND OF STROBINO; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 52.64 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF THE TRACT DESCRIBED IN THE DEED FROM J. C. NATHANSON, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927 IN [BOOK 180 OF OFFICIAL RECORDS, PAGE 442](#), SONOMA COUNTY RECORDS, 29° 56' EAST 39.05 FEET TO THE LAND OF P. A. R. GAMBINI AND SECONDO TESTORELLI, AS DESCRIBED IN [BOOK 883 OF OFFICIAL RECORDS, PAGE 82](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE, SOUTH 59° 31' 10" WEST 79.02 FEET TO THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED FROM E. A. EYMAN, ET AL, TO FRED S. ROSENBERG, ET UX, DATED JANUARY 10, 1952 AND RECORDED JANUARY 22, 1952 IN [BOOK 1102 OF OFFICIAL RECORDS, PAGE 27](#), SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF THE SAID LANDS OF FRED S. ROSENBERG AS FOLLOWS: SOUTH 59° 59' 30" WEST 36 FEET; NORTH 30° 08' 30" WEST 7.00 FEET, AND SOUTH 59° 59' 30" WEST 26.00 FEET TO THE EASTERLY LINE OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM JENNIE REED BEECHAM TO F. P. DOYLE, DATED JULY 2, 1941 AND RECORDED JULY 14, 1941 IN [BOOK 528 OF OFFICIAL RECORDS, PAGE 350](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE, NORTH 30° 08' 30" WEST 32.70 FEET TO THE SOUTH LINE OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM A. BACCI TO EVA BACCI, DATED MAY 18, 1937 AND RECORDED AUGUST 2, 1940 IN [BOOK 507 OF OFFICIAL RECORDS, PAGE 230](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE AND THE CONTINUATION THEREOF, 59° 59' 30" EAST 141.15 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA, AND BEING A PORTION OF THE LAND DESCRIBED IN THE DEED TO W. R. CARITHERS AND SONS, INC., A CORPORATION, RECORDED MAY

EXHIBIT A - 1

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13, 1946 IN [BOOK 659 OF OFFICIAL RECORDS, PAGE 279](#), SONOMA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ROSS STREET PRODUCED WESTERLY, WITH THE CENTER LINE OF "B" STREET AND RUNNING THENCE NORTH 60° 04' 30" EAST ALONG THE SOUTHERLY LINE OF ROSS STREET AND THE PRODUCTION THEREOF, A DISTANCE OF 272.70 FEET TO A ½" IRON PIPE LOCATED AT THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM ERNEST L. FINLEY, ET UX, TO ELIGIO STROBINO, DATED JUNE 19, 1939 AND RECORDED JUNE 20, 1937 IN [BOOK 480 OF OFFICIAL RECORDS, PAGE 7](#), SONOMA COUNTY RECORDS, AND THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF THE SAID LAND OF STROBINO, SOUTH 29° 56' EAST 153.04 FEET TO THE NORTHERLY LINE OF THE TRACT DESCRIBED AS PARCEL ONE IN THE DEED FROM VICTOR H. FAHRNER, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927, IN [BOOK 180 OF OFFICIAL RECORDS, PAGE 443](#), SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST 0.78 FEET TO A 1-¼" IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE SAID LAND OF STROBINO; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 52.64 FEET; THENCE SOUTH 59° 59' 30" WEST 101.15 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM A. BACCI TO EVA BACCI, DATED MAY 18, 1937 AND RECORDED AUGUST 2, 1940 IN [BOOK 507 OF OFFICIAL RECORDS, PAGE 230](#), SONOMA COUNTY RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID LAND OF BACCI AND THE CONTINUATION THEREOF, NORTH 30° 08' 30" WEST 205.83 FEET TO THE SOUTHERLY LINE OF ROSS STREET; THENCE ALONG THE SOUTHERLY LINE OF ROSS STREET, NORTH 60° 04' 30" EAST 102.7 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LYING IN THE CITY OF SANTA ROSA AND BEING THE BAPTIST CHURCH PROPERTY LYING ON THE SOUTHEASTERLY CORNER OF ROSS AND "B" STREETS IN SAID CITY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY PROPERTY LINE OF ROSS STREET WITH THE EASTERLY PROPERTY LINE OF "B" STREET; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID SOUTHERLY LINE OF ROSS STREET NORTH 60° 04' 30" EAST, 140.00 FEET TO A POINT; THENCE SOUTH 30° 08' 30" EAST, 85.63 FEET TO A POINT; THENCE SOUTH 59° 59' 30" WEST, 140.00 FEET TO THE EASTERLY PROPERTY LINE OF "B" STREET; THENCE ALONG SAID EASTERLY LINE NORTH 30° 08' 30" WEST, 85.84 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE GAMBINI AND TESTORELLI PROPERTY DESCRIBED IN DEED RECORDED IN [BOOK 883 OF OFFICIAL RECORDS, PAGE 82](#), SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET FROM WHICH POINT THE INTERSECTION OF THE EXISTING NORTHERLY LINE OF 5TH STREET PRODUCED WESTERLY AND THE CENTER LINE OF "B" STREET BEARS SOUTH 59° 59' 30" WEST 237.51 FEET; THENCE ALONG THE NORTHERLY LINE OF 5TH STREET NORTH 59° 59' 30" E. 33.00 FEET TO THE WESTERLY LINE OF THE TRACT OF LAND DESCRIBED AS THE EIGHTH TRACT IN THE DECREE OF DISTRIBUTION ENTERED JUNE 18, 1948 IN THE MATTER OF THE ESTATE OF CHARLOTTE NATHANSON, DECEASED, SUPERIOR COURT, COUNTY OF SONOMA, CASE # 17560, RECORDED JUNE 18, 1948, [BOOK 804 OF OFFICIAL RECORDS, PAGE 220](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE NORTH 29° 56' WEST 141.15 FEET TO THE NORTHERLY LINE OF THE SAID LANDS OF GAMBINI AND TESTORELLI; THENCE SOUTH 59° 31' 10" WEST 33.00 FEET; THENCE SOUTH 29° 56' E. 140.88 FEET TO THE POINT OF BEGINNING.

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EXHIBIT A - 2

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PARCEL 5:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE GAMBINI AND TESTORELLI PROPERTY DESCRIBED IN DEED RECORDED IN [BOOK 883 OF OFFICIAL RECORDS, PAGE 82](#), SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET FROM WHICH POINT THE INTERSECTION OF THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET PRODUCED WESTERLY AND THE CENTER LINE OF "B" STREET BEARS SOUTH 59° 59' 30" WEST 237.51 FEET; THENCE NORTH 29° 56' WEST 140.88 FEET TO THE NORTHERLY LINE OF THE SAID LANDS OF GAMBINI AND TESTORELLI; THENCE SOUTH 59° 31' 10" WEST 6.02 FEET; THENCE SOUTH 30° 08' 30" EAST 140.83 FEET; THENCE NORTH 59° 59' 30" EAST 5.51 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE REAL PROPERTY CONVEYED IN THAT CERTAIN DEED DATED THE 3RD DAY OF DECEMBER, 1924, AND MADE BY ROBERT O'CONNOR, A WIDOWER, THE PARTY OF THE FIRST PART THEREIN, UNTO ROGER O'CONNOR, THE PARTY OF THE SECOND PART THEREIN, AND WHICH SAID CORNER IS THE POINT OF COMMENCEMENT OF THE PREMISES HEREIN DESCRIBED, AND WHICH SAID POINT OF COMMENCEMENT IS NORTHERLY SEVENTY (70) FEET AND WESTERLY TWO HUNDRED FORTY (240) FEET FROM THE NORTHEAST CORNER OF LOT 410, BLOCK 12, AS NUMBERED AND DESIGNATED UPON THE ORIGINAL MAP OF THE CITY OF SANTA ROSA; RUNNING THENCE NORTHERLY AND PARALLEL WITH MENDOCINO STREET, ONE HUNDRED FORTY (140) FEET MORE OR LESS, TO THE SOUTHERLY WALL OF A BRICK BUILDING, AS THE SAME EXISTED ON DECEMBER 3, 1924; THENCE WESTERLY AND ALONG THE SOUTHERLY WALL OF SAID BRICK BUILDING AND PARALLEL WITH FIFTH STREET, A DISTANCE OF SEVENTY-EIGHT (78) FEET TO THE EASTERLY LINE OF A CONCRETE BUILDING AS THE SAME EXISTED ON DECEMBER 3RD, 1924; THENCE SOUTHERLY, ALONG THE SAID EASTERLY WALL OF SAID CONCRETE BUILDING, AND PARALLEL WITH MENDOCINO STREET, ONE HUNDRED FORTY (140) FEET TO THE NORTHERLY LINE OF FIFTH STREET; AND THENCE EASTERLY AND ALONG THE NORTHERLY LINE OF FIFTH STREET, SEVENTY-EIGHT (78) FEET TO THE POINT OF COMMENCEMENT.

PARCEL 7:

LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE F. S. AND J. ROSENBERG PROPERTY DESCRIBED IN THE DEED RECORDED IN [BOOK 1102 OF OFFICIAL RECORDS AT PAGE 27](#), SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: "COMMENCING AT THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND OF ROSENBERG REFERRED TO ABOVE, SAID CORNER BEING FURTHER DESCRIBED AS BEING THE SOUTHWESTERLY CORNER OF THAT PARCEL OF LAND, SONOMA COUNTY LAND TITLE COMPANY TO W. R. CARITHERS & SONS, INC. AS RECORDED MAY 13, 1946 IN OFFICIAL RECORDS OF SONOMA COUNTY, [BOOK 659, PAGE 279](#), SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING PARALLEL WITH THE CENTER LINE OF FIFTH STREET, NORTH 59° 59' 30" EAST 26.00 FEET; THENCE SOUTH 30° 08' 30" EAST 7.00 FEET; THENCE 59° 59' 30" WEST 26.00 FEET TO THE WESTERLY LINE OF THE ABOVE MENTIONED ROSENBERG PROPERTY; THENCE NORTH 30° 08' 30" WEST PARALLEL WITH "B" STREET 7.00 FEET TO THE POINT OF BEGINNING."

PARCEL 8:

BEING A PORTION OF THE LANDS OF EVA BACCI AS DESCRIBED IN [BOOK 507 OF OFFICIAL RECORDS, PAGE 230](#), UNDER RECORDER'S SERIAL NO. B-21903, SONOMA COUNTY RECORDS, SAID PORTION BEING FURTHER DESCRIBED AS FOLLOWS: A POINT ON THE EASTERLY LINE OF "B" STREET FROM WHICH POINT THE INTERSECTION OF THE EASTERLY LINE OF "B" STREET AND THE ORIGINAL NORTHERLY LINE OF

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EXHIBIT A - 3

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FIFTH STREET BEARS SOUTH 30° 08' 30" EAST 190.20 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 59° 59' 30" EAST 140.0 FEET TO A POINT; THENCE NORTH 30° 08' 30" WEST, 60.10 FEET TO A POINT; THENCE SOUTH 59° 59' 30" WEST, 140.0 FEET TO A POINT ON THE EASTERLY LINE OF "B" STREET AFORESAID; THENCE ALONG SAID LINE SOUTH 30° 08' 30" EAST, 60.10 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

BEGINNING AT A POINT ON THE EASTERLY LINE OF "B" STREET FROM WHICH POINT THE INTERSECTION OF THE EASTERLY LINE OF "B" STREET AND THE ORIGINAL NORTHERLY LINE OF 5TH STREET BEARS SOUTH 30° 08' 30" EAST 250.30 FEET, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS BEING THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO EVA BACCI BY DEED RECORDED AUGUST 2, 1940 IN [BOOK 507 OF OFFICIAL RECORDS, PAGE 230](#), SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING NORTH 59° 59' 30" EAST AND ALONG THE NORTHERLY LINE OF SAID LANDS CONVEYED TO EVA BACCI, 140 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTH 30° 08' 30" WEST 60.10 FEET MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY THE FIRST BAPTIST CHURCH OF SANTA ROSA, A CORPORATION, TO THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, BY DEED RECORDED NOVEMBER 22, 1955 UNDER RECORDER'S SERIAL NO. E-66641, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST AND ALONG THE SOUTHERLY LINE OF SAID LANDS CONVEYED BY THE FIRST BAPTIST CHURCH 140 FEET TO THE EASTERLY LINE OF "B" STREET; THENCE SOUTH 30° 08' 30" EAST AND ALONG THE EASTERLY LINE OF "B" STREET 60.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 010-045-025-000

EXHIBIT B
LEGAL DESCRIPTION
OF BUYER'S ADJACENT PROPERTY

Real property in the City of Santa Rosa, County of Sonoma, State of California as follows:

[To Be Provided]

APN:

[To Be Provided]

EXHIBIT B - 1

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EXHIBIT C
FORM OF DEED

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

_____, CA 9_____

MAIL TAX STATEMENTS TO:

_____, CA 9_____

APN: _____

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

DOCUMENTARY TRANSFER TAX IS \$_____

☒ Computed on the full value of the property conveyed

☐ Unincorporated area; ☒ City of Santa Rosa

FOR VALUE RECEIVED, THE CITY OF SANTA ROSA, a municipal corporation and charter city under the laws of the State of California (“**Grantor**”), hereby grants to _____, a _____ (“**Grantee**”), all that certain real property (the “**Property**”) situated in the City of Santa Rosa, County of Sonoma, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with the buildings, improvements and fixtures thereon and all rights, privileges and easements appurtenant thereto.

EXHIBIT C - 1

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IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of _____, 202__.

CITY OF SANTA ROSA,
a municipal corporation and charter city under the
laws of the State of California

By: _____
Name: _____
Its: _____

Attest:

_____, City Clerk

Approved as to Form:

_____, City Attorney

Date of Execution: _____, 2021__

EXHIBIT C - 2

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 202_, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public

(Seal)

EXHIBIT C - 3

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 202_, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public

(Seal)

EXHIBIT C - 4

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**EXHIBIT A
TO
GRANT DEED**

LEGAL DESCRIPTION

Real property in the City of Santa Rosa, County of Sonoma, State of California, described as follows:
PARCEL 1:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE LAND DESCRIBED IN THE DEED TO W. R. CARITHERS AND SONS, INC., A CORPORATION, RECORDED MAY 13, 1946 IN [BOOK 659 OF OFFICIAL RECORDS, PAGE 279](#), SONOMA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ROSS STREET PRODUCED WESTERLY WITH THE CENTER LINE OF "B" STREET, AND RUNNING THENCE NORTH 60° 04' 30" EAST ALONG THE SOUTHERLY LINE OF ROSS STREET AND THE PRODUCTION THEREOF, A DISTANCE OF 272.70 FEET TO A ½" IRON PIPE LOCATED AT THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM ERNEST L. FINLEY, ET UX, TO ELIGIO STROBINO, DATED JUNE 19, 1939 AND RECORDED JUNE 20, 1939, IN [BOOK 480 OF OFFICIAL RECORDS, PAGE 7](#), SONOMA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 153.04 FEET TO THE NORTHERLY LINE OF PARCEL ONE DESCRIBED IN THE DEED FROM VICTOR H. FAHRNER, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927 IN BOOK 180 OF OFFICIAL RECORDS, PAGE 443, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST 0.78 FEET TO A 1-¼" IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE SAID LAND OF STROBINO; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 52.64 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF THE TRACT DESCRIBED IN THE DEED FROM J. C. NATHANSON, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927 IN [BOOK 180 OF OFFICIAL RECORDS, PAGE 442](#), SONOMA COUNTY RECORDS, 29° 56' EAST 39.05 FEET TO THE LAND OF P. A. R. GAMBINI AND SECONDO TESTORELLI, AS DESCRIBED IN [BOOK 883 OF OFFICIAL RECORDS, PAGE 82](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE, SOUTH 59° 31' 10" WEST 79.02 FEET TO THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED FROM E. A. EYMANN, ET AL, TO FRED S. ROSENBERG, ET UX, DATED JANUARY 10, 1952 AND RECORDED JANUARY 22, 1952 IN [BOOK 1102 OF OFFICIAL RECORDS, PAGE 27](#), SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF THE SAID LANDS OF FRED S. ROSENBERG AS FOLLOWS: SOUTH 59° 59' 30" WEST 36 FEET; NORTH 30° 08' 30" WEST 7.00 FEET, AND SOUTH 59° 59' 30" WEST 26.00 FEET TO THE EASTERLY LINE OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM JENNIE REED BEECHAM TO F. P. DOYLE, DATED JULY 2, 1941 AND RECORDED JULY 14, 1941 IN [BOOK 528 OF OFFICIAL RECORDS, PAGE 350](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE, NORTH 30° 08' 30" WEST 32.70 FEET TO THE SOUTH LINE OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM A. BACCI TO EVA BACCI, DATED MAY 18, 1937 AND RECORDED AUGUST 2, 1940 IN [BOOK 507 OF OFFICIAL RECORDS, PAGE 230](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE AND THE CONTINUATION THEREOF, 59° 59' 30" EAST 141.15 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA, AND BEING A PORTION OF THE LAND

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DESCRIBED IN THE DEED TO W. R. CARITHERS AND SONS, INC., A CORPORATION, RECORDED MAY 13, 1946 IN [BOOK 659 OF OFFICIAL RECORDS, PAGE 279](#), SONOMA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ROSS STREET PRODUCED WESTERLY, WITH THE CENTER LINE OF "B" STREET AND RUNNING THENCE NORTH 60° 04' 30" EAST ALONG THE SOUTHERLY LINE OF ROSS STREET AND THE PRODUCTION THEREOF, A DISTANCE OF 272.70 FEET TO A ½" IRON PIPE LOCATED AT THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM ERNEST L. FINLEY, ET UX, TO ELIGIO STROBINO, DATED JUNE 19, 1939 AND RECORDED JUNE 20, 1937 IN [BOOK 480 OF OFFICIAL RECORDS, PAGE 7](#), SONOMA COUNTY RECORDS, AND THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF THE SAID LAND OF STROBINO, SOUTH 29° 56' EAST 153.04 FEET TO THE NORTHERLY LINE OF THE TRACT DESCRIBED AS PARCEL ONE IN THE DEED FROM VICTOR H. FAHRNER, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927, IN [BOOK 180 OF OFFICIAL RECORDS, PAGE 443](#), SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST 0.78 FEET TO A 1-¼" IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE SAID LAND OF STROBINO; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 52.64 FEET; THENCE SOUTH 59° 59' 30" WEST 101.15 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM A. BACCI TO EVA BACCI, DATED MAY 18, 1937 AND RECORDED AUGUST 2, 1940 IN [BOOK 507 OF OFFICIAL RECORDS, PAGE 230](#), SONOMA COUNTY RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID LAND OF BACCI AND THE CONTINUATION THEREOF, NORTH 30° 08' 30" WEST 205.83 FEET TO THE SOUTHERLY LINE OF ROSS STREET; THENCE ALONG THE SOUTHERLY LINE OF ROSS STREET, NORTH 60° 04' 30" EAST 102.7 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LYING IN THE CITY OF SANTA ROSA AND BEING THE BAPTIST CHURCH PROPERTY LYING ON THE SOUTHEASTERLY CORNER OF ROSS AND "B" STREETS IN SAID CITY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY PROPERTY LINE OF ROSS STREET WITH THE EASTERLY PROPERTY LINE OF "B" STREET; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID SOUTHERLY LINE OF ROSS STREET NORTH 60° 04' 30" EAST, 140.00 FEET TO A POINT; THENCE SOUTH 30° 08' 30" EAST, 85.63 FEET TO A POINT; THENCE SOUTH 59° 59' 30" WEST, 140.00 FEET TO THE EASTERLY PROPERTY LINE OF "B" STREET; THENCE ALONG SAID EASTERLY LINE NORTH 30° 08' 30" WEST, 85.84 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE GAMBINI AND TESTORELLI PROPERTY DESCRIBED IN DEED RECORDED IN [BOOK 883 OF OFFICIAL RECORDS, PAGE 82](#), SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET FROM WHICH POINT THE INTERSECTION OF THE EXISTING NORTHERLY LINE OF 5TH STREET PRODUCED WESTERLY AND THE CENTER LINE OF "B" STREET BEARS SOUTH 59° 59' 30" WEST 237.51 FEET; THENCE ALONG THE NORTHERLY LINE OF 5TH STREET NORTH 59° 59' 30" E. 33.00 FEET TO THE WESTERLY LINE OF THE TRACT OF LAND DESCRIBED AS THE EIGHTH TRACT IN THE DECREE OF DISTRIBUTION ENTERED JUNE 18, 1948 IN THE MATTER OF THE ESTATE OF CHARLOTTE NATHANSON, DECEASED, SUPERIOR COURT, COUNTY OF SONOMA, CASE # 17560, RECORDED JUNE 18, 1948, [BOOK 804 OF OFFICIAL RECORDS, PAGE 220](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE NORTH 29° 56' WEST 141.15 FEET TO THE NORTHERLY LINE OF THE SAID LANDS OF GAMBINI AND TESTORELLI; THENCE SOUTH 59° 31' 10" WEST 33.00 FEET; THENCE SOUTH 29° 56' E. 140.88 FEET TO THE POINT OF

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BEGINNING.

PARCEL 5:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE GAMBINI AND TESTORELLI PROPERTY DESCRIBED IN DEED RECORDED IN [BOOK 883 OF OFFICIAL RECORDS, PAGE 82](#), SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET FROM WHICH POINT THE INTERSECTION OF THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET PRODUCED WESTERLY AND THE CENTER LINE OF "B" STREET BEARS SOUTH 59° 59' 30" WEST 237.51 FEET; THENCE NORTH 29° 56' WEST 140.88 FEET TO THE NORTHERLY LINE OF THE SAID LANDS OF GAMBINI AND TESTORELLI; THENCE SOUTH 59° 31' 10" WEST 6.02 FEET; THENCE SOUTH 30° 08' 30" EAST 140.83 FEET; THENCE NORTH 59° 59' 30" EAST 5.51 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE REAL PROPERTY CONVEYED IN THAT CERTAIN DEED DATED THE 3RD DAY OF DECEMBER, 1924, AND MADE BY ROBERT O'CONNOR, A WIDOWER, THE PARTY OF THE FIRST PART THEREIN, UNTO ROGER O'CONNOR, THE PARTY OF THE SECOND PART THEREIN, AND WHICH SAID CORNER IS THE POINT OF COMMENCEMENT OF THE PREMISES HEREIN DESCRIBED, AND WHICH SAID POINT OF COMMENCEMENT IS NORTHERLY SEVENTY (70) FEET AND WESTERLY TWO HUNDRED FORTY (240) FEET FROM THE NORTHEAST CORNER OF LOT 410, BLOCK 12, AS NUMBERED AND DESIGNATED UPON THE ORIGINAL MAP OF THE CITY OF SANTA ROSA; RUNNING THENCE NORTHERLY AND PARALLEL WITH MENDOCINO STREET, ONE HUNDRED FORTY (140) FEET MORE OR LESS, TO THE SOUTHERLY WALL OF A BRICK BUILDING, AS THE SAME EXISTED ON DECEMBER 3, 1924; THENCE WESTERLY AND ALONG THE SOUTHERLY WALL OF SAID BRICK BUILDING AND PARALLEL WITH FIFTH STREET, A DISTANCE OF SEVENTY-EIGHT (78) FEET TO THE EASTERLY LINE OF A CONCRETE BUILDING AS THE SAME EXISTED ON DECEMBER 3RD, 1924; THENCE SOUTHERLY, ALONG THE SAID EASTERLY WALL OF SAID CONCRETE BUILDING, AND PARALLEL WITH MENDOCINO STREET, ONE HUNDRED FORTY (140) FEET TO THE NORTHERLY LINE OF FIFTH STREET; AND THENCE EASTERLY AND ALONG THE NORTHERLY LINE OF FIFTH STREET, SEVENTY-EIGHT (78) FEET TO THE POINT OF COMMENCEMENT.

PARCEL 7:

LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE F. S. AND J. ROSENBERG PROPERTY DESCRIBED IN THE DEED RECORDED IN [BOOK 1102 OF OFFICIAL RECORDS AT PAGE 27](#), SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: "COMMENCING AT THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND OF ROSENBERG REFERRED TO ABOVE, SAID CORNER BEING FURTHER DESCRIBED AS BEING THE SOUTHWESTERLY CORNER OF THAT PARCEL OF LAND, SONOMA COUNTY LAND TITLE COMPANY TO W. R. CARITHERS & SONS, INC. AS RECORDED MAY 13, 1946 IN OFFICIAL RECORDS OF SONOMA COUNTY, [BOOK 659, PAGE 279](#), SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING PARALLEL WITH THE CENTER LINE OF FIFTH STREET, NORTH 59° 59' 30" EAST 26.00 FEET; THENCE SOUTH 30° 08' 30" EAST 7.00 FEET; THENCE 59° 59' 30" WEST 26.00 FEET TO THE WESTERLY LINE OF THE ABOVE MENTIONED ROSENBERG PROPERTY; THENCE NORTH 30° 08' 30" WEST PARALLEL WITH "B" STREET 7.00 FEET TO THE POINT OF BEGINNING."

PARCEL 8:

BEING A PORTION OF THE LANDS OF EVA BACCI AS DESCRIBED IN [BOOK 507 OF OFFICIAL RECORDS, PAGE 230](#), UNDER RECORDER'S SERIAL NO. B-21903, SONOMA COUNTY RECORDS, SAID PORTION BEING FURTHER DESCRIBED AS FOLLOWS: A POINT ON THE EASTERLY LINE OF "B" STREET FROM WHICH POINT THE

EXHIBIT C - 7

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INTERSECTION OF THE EASTERLY LINE OF "B" STREET AND THE ORIGINAL NORTHERLY LINE OF FIFTH STREET BEARS SOUTH 30° 08' 30" EAST 190.20 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 59° 59' 30" EAST 140.0 FEET TO A POINT; THENCE NORTH 30° 08' 30" WEST, 60.10 FEET TO A POINT; THENCE SOUTH 59° 59' 30" WEST, 140.0 FEET TO A POINT ON THE EASTERLY LINE OF "B" STREET AFORESAID; THENCE ALONG SAID LINE SOUTH 30° 08' 30" EAST, 60.10 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

BEGINNING AT A POINT ON THE EASTERLY LINE OF "B" STREET FROM WHICH POINT THE INTERSECTION OF THE EASTERLY LINE OF "B" STREET AND THE ORIGINAL NORTHERLY LINE OF 5TH STREET BEARS SOUTH 30° 08' 30" EAST 250.30 FEET, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS BEING THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO EVA BACCI BY DEED RECORDED AUGUST 2, 1940 IN [BOOK 507 OF OFFICIAL RECORDS, PAGE 230](#), SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING NORTH 59° 59' 30" EAST AND ALONG THE NORTHERLY LINE OF SAID LANDS CONVEYED TO EVA BACCI, 140 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTH 30° 08' 30" WEST 60.10 FEET MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY THE FIRST BAPTIST CHURCH OF SANTA ROSA, A CORPORATION, TO THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, BY DEED RECORDED NOVEMBER 22, 1955 UNDER RECORDER'S SERIAL NO. E-66641, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST AND ALONG THE SOUTHERLY LINE OF SAID LANDS CONVEYED BY THE FIRST BAPTIST CHURCH 140 FEET TO THE EASTERLY LINE OF "B" STREET; THENCE SOUTH 30° 08' 30" EAST AND ALONG THE EASTERLY LINE OF "B" STREET 60.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 010-045-025-000

EXHIBIT D

FORM OF GENERAL ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made as of _____, 202__, by and between THE CITY OF SANTA ROSA, a municipal corporation and charter city under the laws of the State of California (the "Assignor"), and CORNERSTONE PROPERTIES, a _____ (the "Assignee").

Assignor, as Seller, and Assignee, as Buyer, have entered into an Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of _____, 2021 (the "Purchase Agreement"), under the terms of which the Seller has sold to the Assignee the real property (the "Real Property") located in the City of Santa Rosa, County of Sonoma, State of California, and described on Schedule A attached hereto.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Assignor grants, sells, conveys, transfers and assigns to the Assignee, to the extent assignable without consent or cost (other than any cost borne solely by Assignee), all of the Assignor's right, title and interest, if any, in, to and under the following items (collectively referred to as the "Assigned Property") relating to the Real Property:

- (a) all warranties, guarantees, development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, deposits, refund rights and credits with governmental, quasi-governmental or utility agency, if any, that pertain solely to the Real Property; and
- (b) all applications, plans, drawings, designs and other materials relating to the existing or prospective development of the Real Property.

By execution and delivery of the Assignment, Assignee acknowledges and agrees that Assignor shall be deemed to have delivered the items identified in subparagraph (a) of the preceding paragraph, and Assignor shall have no further obligation to deliver such items.

Assignee assumes any and all obligations with respect to the Assigned Property arising from and after the date hereof.

The provisions of this Assignment are binding upon, and inure to the benefit of, the successors and assigns of the Assignor and the Assignee, respectively.

If any party files an action to enforce or construe the provisions of this Assignment, the prevailing party shall be entitled to recover from the other party all of its costs, expenses and

reasonable attorneys' fees, including on appeal, in any bankruptcy proceeding and in connection with the enforcement of any judgment. As used herein, the term "prevailing party" shall mean the party who recovers a greater relief in an action to enforce or construe the provisions of this Assignment, whether or not damages are actually awarded to such party.

THIS GENERAL ASSIGNMENT IS MADE AS-IS, WHERE IS, WITHOUT ANY WARRANTIES AND REPRESENTATIONS AS TO THE CONDITION OF THE ASSIGNED PROPERTY, AND THE SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED, AND BUYER HAS NOT RELIED ON ANY SUCH REPRESENTATIONS AND WARRANTIES.

This Assignment may be executed in any number of counterparts, and by fax or "PDF" or electronic signature, each of which will be deemed an original, but all of which when taken together constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused their duly authorized representatives to execute this Assignment as of the date first above written.

ASSIGNOR:

CITY OF SANTA ROSA,
a municipal corporation and charter city under the
laws of the State of California

By: _____
Name: _____
Its: _____

Attest:

_____, City Clerk

Approved as to Form:

_____, City Attorney

Date of Execution: _____, 2021__

[Signatures Continue on Next Page]

ASSIGNEE:

CORNERSTONE PROPERTIES,

a _____

By: _____

Name: _____

Title: _____

EXHIBIT D - 4

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**SCHEDULE A
TO GENERAL ASSIGNMENT**

LEGAL DESCRIPTIONReal property in the City of Santa Rosa, County of Sonoma, State of California as follows:

[To Be Provided]

APN:

[To Be Provided]

EXHIBIT D - 5

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EXHIBIT E

FIRPTA CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of an interest in real property located in the United States must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition by THE CITY OF SANTA ROSA, a municipal corporation and charter city under the laws of the State of California ("Transferor"), of its interest in real property in the United States, the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code (the "Code") and Income Tax Regulations);
2. Transferor's U.S. employer identification number is ____-____;
3. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Code;
and
4. Transferor's address is _____.

Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could result in punishment by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this Certificate on behalf of Transferor.

Dated as of _____, 202__.

TRANSFEROR:

_____,
a _____

By: _____
Name: _____
Its: _____

EXHIBIT E

EXHIBIT F
FORM OF PARKING EASEMENT AND CONTINUING DEVELOPMENT
COVENANTS

[To Be Provided]

EXHIBIT F - 1

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EXHIBIT G
FORM OF PUT/CALL MEMORANDUM
[To Be Provided]

EXHIBIT G - 1

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EXHIBIT H

RETAINED FIXTURES AND SIGNAGE

Parking Meters- the following IPS multi-space parking meter pay stations will be removed with these meter numbers: L-2001, L-2002, L-2003, L-2004 and L-2005.

Signs – the following signs will be removed:

Lot 2	
Warning Unauthorized Vehicle 72 hour	3
Unauthorized Parked in ADA	2
Remember Your License Plate	2
Metered Parking Hour Limit	2
The following is prohibited	2
ADA Parking	5
Minimum Fine \$250	5
18 x 24 9 Hr Value Rate Lg	10
Lg Passport	4
12 x 18 9 Hr Value Rate Sm	6
Sm Passport	5
One Way	3
Exit	1
Exit Only	1
Motorcycle	1

